

Genesis-zone.com

Terms and Conditions of Sale

Effective March 19, 2020

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The online store www.genesis-zone.com operating under the Genesis brand is a platform operated by: Gamedot Limited Liability Company
ul. Żabikowska 66, 62-030 Luboń
entered in the Register of Entrepreneurs of the National Court Register kept by the District Court of Poznań – Nowe Miasto i Wilda in Poznań, IX Wydział Gospodarczy Krajowego Rejestru Sądowego nr 0000421155, TAX ID 699-195-40-27, REGON 302074269, with a share capital of PLN 5,000.00 (hereinafter: "Gamedot Sp. z o.o.").

DEFINITIONS

Meaning of the terms used in these Terms and Conditions:

- **Genesis-zone.com**
an online store operating at www.genesis-zone.com, selling goods via the Internet.
- **Working days**
all days of the week from Monday to Friday, excluding public holidays in Poland.
- **Order processing time**
the time during which the Store completes the order and forwards it to the carrier with the form of delivery chosen by the Customer.
- **Client**
a physical person, a legal person or an organizational unit without legal entitlement and having the legal capacity to make purchases in the store.
- **Consumer**
A Client who is a physical person carrying out a legal act with genesis-zone.com not directly related to his business or professional activity.
- **Client Account**
database containing Client data used for the execution of placed order, order history, customer preferences regarding selected store functionalities, data on deposits and overpayments for orders.
- **Newsletter**
a service provided free of charge by genesis-zone.com to the Client based on their consent. Service consisting of sending any information about the operation of the genesis-zone.com to the e-mail address indicated by the Client
- **Bank Transfer**
payment made by the Client in the bank through an online or stationary account or at the post office.
- **Electronic transfer**
of payment made on behalf of the Client through an online payment system operated by a payment institution.

- **Genesis-zone.com collection points**
collection points operated by Gamedot Sp. z o.o., where genesis-zone.com orders can be collected.

I. ACCEPTANCE AND EXECUTION OF ORDERS, NEWSLETTER

1. Genesis-zone.com sells goods and services over the Internet. Information about genesis-zone.com goods and services can be found on the official website www.genesis-zone.com
2. Orders from customers are accepted by a website www.genesis-zone.com 7 days a week and 24 hours a day (except for service downtimes necessary to update the system).
3. In order to make purchases through genesis-zone.com, it is necessary to have an active e-mail address.
4. Purchases with genesis-zone.com can be made (i) through the Client Account or (ii) without registration. The Client selects the form of purchase immediately before going to the order form.
5. Registration of the Client Account is carried out by filling in an electronic form, indicating the e-mail address of the user setting up the Account, acceptance of the terms and conditions of the genesis-zone.com store and clicking on the activation link sent to the indicated e-mail address by Gamedot sp. z o.o. The e-mail containing the activation link is also accompanied by the content of the terms and conditions. The Client may at any time delete his Client Account, which does not affect the Client's rights in respect of orders executed and in progress.
6. The Client, by placing the order with genesis-zone.com, makes an offer to conclude a contract for the sale of the ordered goods or services from genesis-zone.com. The confirmation sent by genesis-zone.com of acceptance of the order to indicated e-mail address provided by the Client constitutes acceptance of the offer referred to above. Genesis-zone.com has the right to ask the Client for confirmation.
7. In order to place an order, the Client must:
 - a) select the goods or services
 - b) select the delivery method and the delivery address,
 - c) choose preferred payment method
 - d) accept the terms and regulations
 - e) confirmation or indication (in case of purchase without registration) of the e-mail address
8. In cases of making a purchase without registration, in accordance with paragraph 5 above, the Client must provide his/her name on the order form in order to place the order, in addition to the actions from the paragraph 7 above.
9. Genesis-zone.com will confirm to the Client, who is a Consumer, the conclusion of the contract by e-mail to Client's e-mail address indicated in the order form.
10. When placing an order for any product and registering a Client Account, each Client can opt-in to the newsletter service. For this purpose, the Client must (i) provide his name and e-mail address, (ii) accept the terms and conditions and (iii) agree to activate the Newsletter service and consent to the processing of personal data to the extent necessary for receiving the Newsletter.

II. CHANGES TO ORDERS.

1. Changes to orders can be made by; contacting the Customer Service via the contact form on the Client Account help pages or by sending an e-mail from the address used for purchase directly to bok@genesis-zone.com.

2. Changes regarding; Client's address, delivery address and return orders will be accepted only through the contact form on the Client's account pages or by sending an e-mail from the address used when submitting orders directly to bok@genesis-zone.com.

III. PRICES OF GOODS.

1. Prices of all goods and services on genesis-zone.com:
 - a) are in Euro,
 - b) include VAT,
 - c) do not include delivery costs.
2. The Client is bound by the price shown next to the product at the time of placing an order.
3. Delivery costs will be included as a separate line item on the sales document. The delivery method of the goods is defined by the Client and is specified in the order. An up-to-date table containing information on delivery costs is available when placing an order on genesis-zone.com.

IV. ORDER PROCESSING TIME.

1. The expected preparation time of the order for shipment is max. 48 hours. This is the time from accepting the order, to processing, until the package is transferred from genesis-zone.com to the carrier performing the delivery, only working days are taken into account.
2. The order can be delivered according to Client's preference;
 - a) through the courier company, to the address indicated by the Client
 - b) to the genesis-zone.com Collection point selected by the Client
3. For certain goods, genesis-zone.com reserves the right to exclude certain forms of delivery, which will be indicated in the description of the goods in question or at the time of placing an order for the goods in question.
4. The Client, when receiving the shipment with the order, should check the status of the shipment. If the packaging is found to be damaged or opened, a damage report must be drawn up in the presence of the courier. The damage protocol accompanied by a formal complaint needs to be sent to genesis-zone.com, this will help with processing of the complaint. The provisions of the preceding sentence do not violate the mandatory legal provisions regarding the liability of Gamedot sp. z o.o. for the products sold.

V. PAYMENT METHODS. START OF ORDER PROCESSING.

1. The customer can choose the following payment methods for the ordered goods:
 - a) electronic transfer, payment card via online payment system. The execution of the order begins after genesis-zone.com has received confirmation of the correct execution of payment operation from the payment operator, in the case of a bank transfer – after the receipt of payment to genesis-zone.com account.
2. For certain goods, in relation to Clients who are not Consumers, genesis-zone.com reserves the right to exclude certain forms of payment, this will be clearly indicated in the description of the goods or during the ordering process of the goods in question.
3. In cases where an order is placed by Consumers, genesis-zone.com will inform about delivery restrictions and accepted payment methods.

VI. COMPLAINTS.

1. The goods may be covered by the manufacturer's or distributor's warranty. The detailed terms and conditions of the warranty and its duration are given in the warranty card issued by the guarantor and delivered to the Client together with the purchased goods. The owner of genesis-zone.com does not provide a separate guarantee for the goods sold.
2. Gamedot sp. z o.o. is responsible to the Client who is a Consumer if the purchased product has a physical or legal defect under the warranty laid down by generally applicable law and paragraphs 3-12 below.
3. A physical defect is the incompatibility of the thing sold with the contract. In particular, a sold thing is incompatible with the contract if:
 - a) It lacks characteristics that such item should have because of the purpose stated in the contract or resulting from circumstances or intent of use
 - b) is not suitable for the purpose of which the Client informed genesis-zone.com at the conclusion of the contract, and Genesis-zone.com has not raised a reservation about such purpose,
 - c) has been delivered to the Client in an incomplete state
4. Genesis-zone.com is responsible for the warranty of physical defects in the products that existed at the time of release to the Client or resulted from a reason inherent in the product at the same time.
5. If the goods are found to be non-conformant with the contract, the Consumer has the right to lodge a complaint to genesis-zone.com within 2 years from the date of delivery of the goods to them, provided that they notified genesis-zone.com of the non-conformity, within one year from the date on which they found the non-conformity of the products with the contract,
6. The Client may request a price reduction or withdrawal from the contract if the defect of the product is significant, unless genesis-zone.com immediately replaces the defective product with a defect-free product or removes the defect.
7. The Consumer may, instead of the removal of the defect proposed by genesis-zone.com, demand that the item be replaced with a defect-free one, or instead of replacing the goods, request the removal of the defect, unless it is impossible or cost prohibitive to bring the goods into conformity with the contract in the manner chosen by the Consumer compared to the method proposed by genesis-zone.com.
8. The Client may request that the goods be replaced with a defect-free one or the defect removed.
9. Genesis-zone.com will respond within 14 working days to Client's complaint and notify them of the resolution.
10. The Client should deliver the returned product at the expense of the owner of the store genesis-zone.com with an economic package to the following address: Gamedot Spółka z ograniczoną odpowiedzialnością ul. Żabikowska 66, 62-030 Luboń.
11. In order to speed up the complaint process, it is recommended to include a proof of purchase and a description of the defect.
12. After receiving shipment with the returned goods, genesis-zone.com will respond to the complaint submitted and inform the Client about the next steps. Justified expense claims related to the return of goods (economic package) will be reimbursed by genesis-zone.com in accordance with the procedure described in **Section VIII- Refund to customers. Overpayments.**
13. The warranty of Gamedot sp. z o.o. in the scope of the goods sold is excluded for Clients who are not Consumers.

VII. RIGHT OF WITHDRAWAL.

1. Clients who are Consumers may withdraw from the contract within 14 days without giving any reason and without incurring any costs, with following limitations;

- a) Gamedot sp. z o.o. is under no obligation to reimburse the Consumer for the additional costs incurred when Consumer chose a delivery method any other than the cheapest delivery option offered in the genesis-zone.com store,
 - b) the Consumer bears only the direct costs of returning the goods.
2. The period for withdrawal from the contract begins:
- a) for a contract, in which the entrepreneur issues an item, being obliged to transfer its ownership - from taking possession of the item by the consumer or a third party designated by him other than the carrier, and in the case of a contract which:
 - I. includes many items that are delivered separately, in batches or in parts, from the ownership of the last thing, lot or part of the
 - II. is based on regular supply of goods for a limited period of time, from the acquisition of the first item
 - b) for other contracts from the date of conclusion of the contract.

The Consumer shall not be entitled to withdraw from the contract in the cases of:

- a) contracts for which the subject matter of the service is goods which, after delivery by their nature, are inseparably linked to other things,
- b) contracts in for sound or visual recordings or computer programs supplied in a sealed package are the subject of the supply, if the packaging has been opened after delivery,
- c) contracts for the supply of newspapers, magazines or periodicals, with the exception of a subscription agreement,
- d) a contract concluded by a public auction,
- e) contracts for the supply of digital content which are not recorded on a tangible medium, where the performance of the supply began with the express consent of the consumer before the expiry of the withdrawal period and after the trader has informed him of the loss of the right of withdrawal,
- f) in which the object of the service is an item delivered in a sealed package which cannot be returned after opening for health or hygiene reasons if the packaging has been opened after delivery.

4. The customer should make a declaration of withdrawal from the contract, which can be made in any form. In order to comply with the deadline, it is sufficient to send a statement before its expiry by post to the following address: Gamedot Spółka z ograniczoną odpowiedzialnością ul. Żabikowska 66, 62-030 Luboń or by e-mail to: bok@genesis-zone.com

5. Upon receipt of the declaration of withdrawal by the Consumer from the contract, genesis-zone.com shall immediately confirm its receipt by e-mail to the address through which the declaration was sent.

6. The consumer, with withdrawal from the contract, is obliged to return the goods immediately to Genesis-zone.com no later than 14 days from the date on which they left the contract. For safety reasons, it is recommended to return the goods in the original, intact packaging.

7. The Client should return the goods with via economic package to the following address: Gamedot Spółka z ograniczoną odpowiedzialnością ul. Żabikowska 66, 62-030 Luboń.

8. The Consumer bears only the direct costs of returning the goods.

9. The Consumer is responsible for the reduction in the value of the goods resulting from the use of it in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the goods.

10. Genesis-zone.com makes a refund of all payments made by the Consumer (the price of the goods and the cost of shipping the goods) within 14 working days from the date of receipt of the declaration of withdrawal from the contract, in accordance with the rules described in **Section VIII Refund to Customers. Overpayments.**

VIII. REFUNDS TO CUSTOMERS. OVERPAYMENT.

1. In the event of circumstances requiring Gamedot. sp. z o.o. to refund the amounts paid by the Client, the refund of all payments made by the Client shall take place no later than 14 days after the occurrence of the condition for such reimbursement.
2. Gamedot sp. z o.o. makes a refund using the same method of payment used by the Client, unless the Client has expressly agreed to another method of payment, which does not entail any additional costs for them.
3. If the Customer has made a payment by credit card or electronic transfer, the refund shall be made to the bank account from which the payment was made. In the case of payment by traditional transfer, payment on delivery or when for reasons beyond the control of Gamedot sp. z o.o. identification of the bank account from which the payment was made is not possible, the refund will take place after receiving by Gamedot sp. o.o. a refund request from the Client with an indication of the account to be refunded. The refund will be transferred to the Client's bank account solely on the basis of his instructions. The disposition is transferred to Gamedot sp. z o.o. through the contact form on the Help pages or by sending an e-mail message from the address used when placing the order to the bok@genesis-zone.com. Gamedot Ltd. reserves the right to verify the identity of the Client making the request for refund.
4. Gamedot sp. z o.o. is not responsible for failure to make a refund or delay in payment if the Client who is not a Consumer, despite the request sent to his e-mail address, does not indicate the bank account number to which the deposit is to be made or if he does not provide Gamedot sp. o.o. all the information necessary to make the payment. Genesis-zone.com shall not be liable for any failure to refund or delay if this is due to incorrect personal data (name, address) or incorrect account number provided by the Client.

IX. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT.

1. In accordance with the Act of 29 July 2005 on waste electrical and electronic equipment (Journal of Laws No. 180, item 1495), the Client, when purchasing electrical or electronic equipment, has the right to return old (used) equipment of the same type to the store where he bought the new product. Clients of Gamedot Sp. z o.o., wishing to take advantage of this possibility, are kindly asked to send the used equipment to the following address: Gamedot Spółka z ograniczoną odpowiedzialnością, Żabikowska 66, 62-030 Luboń.
2. The cost of shipping the used equipment is borne by the Client.

X. PERSONAL DATA.

1. The administrator of Clients' personal data is Gamedot sp. z o.o.
2. Personal data provided in forms is treated as confidential and is not visible to unauthorized persons.
3. By placing an order with genesis-zone.com, the Client agrees to the inclusion of his personal data in the genesis-zone.com database and its processing for the purpose of performance of the contract, in accordance with Art. Article 6(1)(b) of Regulation 2016/679 of the European Parliament and of the Council from 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation) ("GDPR") "**RODO**"). The provision of personal data by the Client is voluntary, however, the lack of consent to their processing prevents the execution of the order placed by Genesis-zone.com. Client is fully responsible for providing false personal information.

4. Clients' personal data is protected in accordance with the GDPR and the Act from 10 May 2018 on the protection of personal data, using appropriate safeguards, in such a way as to prevent access to them by third parties.
5. If the Client gives additional consent, the personal data will be processed by Gamedot sp. z o.o. to inform the Client about new goods, promotions and services available from Genesis-zone.com, according to the scope and content of the consents granted, pursuant to Article 6(1)(a) of the GDPR.
6. The Administrator will retain personal data for the period necessary for the exercise of rights and obligations arising from the performance of the contract concluded with the Client and for the period necessary for the proper fulfillment of obligations to public authorities related to the performance of these contracts.
7. Clients of Genesis-zone.com have the right to access, correct and request deletion of their personal data.
8. Contact with the person supervising the processing of personal data in the service provider's organization is possible electronically at the e-mail address: bok@genesis-zone.com
9. The Service Provider has the right to share the Clients's personal data and other data with entities authorized under applicable law (e.g. law enforcement authorities).
10. The Client has the right to lodge a complaint with the President of the Office for Personal Data Protection against the action of the Data Controller.
11. Clients' personal data is not subject to automatic profiling.
12. Clients' personal data will not be transferred to a third country.
13. Clients' personal data may be entrusted for processing to entities with which Gamedot sp. z o.o. cooperates for the performance of contracts concluded with Clients, in particular: (i) the carrier selected by the Client delivering the shipment with the ordered goods; (ii) entities providing IT services to the Administrator in the field of maintenance and technical infrastructure of the genesis-zone.com store; as well as entities providing accounting services to the Administrator in the field of settlement of contracts concluded with Clients and other entities providing services to the Administrator related to the performance and settlement of contracts concluded with Clients.

XI. TECHNICAL REQUIREMENTS AND RISKS

1. In order to use the services of the genesis-zone.com, the Client must have technical equipment meeting the following technical requirements:
 - (a) access to the Internet via an appropriate quality link;
 - (b) install one of the following web browsers, with JavaScript enabled: Google Chrome latest version or one of the two earlier versions, Firefox latest version or one of the earlier two, Safari latest, Opera latest or one of the earlier two;
2. Compliance with the technical requirements referred to in paragraph 1 above shall be a prerequisite for the use of the online shop. In case of non-compliance with the technical conditions referred to in paragraph 1 above, Gamedot sp. z o.o. does not guarantee the availability or proper functioning of the store in accordance with the rules set out in these terms and conditions.
3. Compliance with the technical requirements referred to in paragraph 1 above shall be fully charged to the Client.
4. The installation of the software necessary to meet the technical requirements referred to in paragraph 1 above shall be at the Client's responsibility and risk.
5. Gamedot sp. z o.o. hereby informs that the Clients' use of services provided electronically through publicly available websites carries the following potential risks:
 - (a) receiving unsolicited commercial information (so-called spam);
 - (b) the possibility of malware, including in particular but not limited to computer viruses;
 - (c) the possibility of breach of security in order to obtain personal and confidential information;

- (d) the possibility of unauthorised eavesdropping consisting in the use of a computer program;
 - e) the ability to install spyware that spyware activities of the user on the Internet without the user's knowledge and consent;
 - (f) infringement of copyright by unauthorised copying and use without the consent and knowledge of the rightsholder.
6. The Service Provider shall take due care, using standard, commercially available safeguards, to minimise the risk of risks referred to in paragraph 5.

XII. FINAL PROVISIONS.

1. The sales agreement is concluded between the Client and Gamedot Sp. z o.o. at the time of sending the confirmation e-mail to the e-mail address indicated by the Client with acceptance of the order by Gamedot sp. z o.o.
2. The descriptions presented on the pages of genesis-zone.com do not constitute an offer within the meaning of the Civil Code. The information about the goods on the website does not mean that the goods are available in the genesis-zone.com warehouse or from its suppliers.
3. [Genesis-zone.com](http://genesis-zone.com) is not responsible for blocking the administrators of mail servers from sending messages to the e-mail address indicated by the Client and for deleting and blocking e-mails by software installed on the computer used by the Client.
4. [Genesis-zone.com](http://genesis-zone.com) is not responsible for errors in the handling of the order or other dispositions of the Client resulting from the transfer of incorrect data by the Client.
5. [Genesis-zone.com](http://genesis-zone.com) shall not be liable for transactions made by unauthorized third parties who have gained access to the Client's account as a result of Client's failure to comply with the precautionary rules when using their login and password.
6. [Genesis-zone.com](http://genesis-zone.com) uses cookies to observe how the website is used. The types of cookies used by the Store are:
 - a) Session cookies – they work only when browsing the website, thus enabling their proper functioning,
 - b) Persistent cookies – remain on your computer when you visit the www.genesis-zone.com,
 - c) Third-party cookies – allow you to adjust the displayed website to the customer's preferences.
7. The Client has the possibility to use the website without using the cookie mechanism, but this may mean that some functionalities or services of genesis-zone.com will not work properly. If the Client does not agree to the use of cookies, he should, at any time, indicate in his browser settings the option to reject cookies or signal their transmission.
8. In matters not regulated by these Regulations, the provisions of Polish law, in particular the Civil Code and the Act on consumer rights will apply.
9. These Terms and Conditions shall apply from 19.03.2020.
10. [Genesis-zone.com](http://genesis-zone.com) reserves the right to change the Regulations in the event of a change in the legal regulations, the introduction of new functionalities of the online store or the start of the provision of new services. Gamedot Ltd will inform all Clients with Client Accounts about planned changes to the regulations via electronic means. Any changes to the Regulations shall enter into force within the period specified by Gamedot sp. z o.o., not less than 7 days from the date of them being made available on genesis-zone.com page. For Clients with Client Accounts, changes to the Terms and Conditions shall enter into force within 7 days from the date of informing about these changes. Orders placed before the effective date of the amendments to these Regulations shall be executed on the basis of the provisions of the Regulations in force on the day of placing the order.