TERMS OF SALE OF DIGITAL PRODUCTS AND GOODS
via the website https://www.annalipiak.com
Effective date: October 20, 2026

PREAMBLE

These Terms of Sale set out the rules for using the online store at **www.annalipiak.com***, including the rules for providing electronic services, the rules for concluding contracts for the products, goods and services offered by the Service Provider, the rights and obligations of Users and Customers, the rules for using digital content and digital services, and the rules on liability, complaints and withdrawal from the contract.*

§ 1
INTRODUCTION

1. The Store is operated by:

   Anna Lipiak, conducting business under the name **Anna Lipiak – Pianist**, Pod Kasztanem 84B, 43-344 Bielsko-Biała, Poland, Tax ID (NIP): 6152016671, REGON 524600674.
2. The Service Provider can be contacted via:
   email: **info@annalipiak.com**
3. The Service Provider has designated a single point of contact for communication with Users and with the authorities of the Member States, the European Commission and the European Board for Digital Services referred to in the DSA. Communication takes place via the email address indicated above.
4. These Terms are made available free of charge on the website **www.annalipiak.com** in a way that allows them to be obtained, reproduced and recorded.

§ 2
DEFINITIONS

The terms used in these Terms mean:

1. **Service Provider –** the owner and administrator of the Store, as identified in § 1(1).
2. **User** – any person visiting the Store or using its functions.
3. **Store** – the online store operated by the Service Provider, enabling the purchase of Products and Goods and the use of Services, available at **www.annalipiak.com** together with its subdomains and dedicated product pages (landing pages), as well as the order forms, checkout pages and thank-you pages operated for the Service Provider on the Systeme.io platform (in particular at ania-lipiak.systeme.io).
4. **Contract** – a contract for the provision of a Product or the sale of Goods by the Service Provider in exchange for payment of the Price by the Customer, concluded between the Service Provider and the Customer using the Store.
5. **Course** – a paid training service provided by the Service Provider exclusively by electronic means through the Store, made available to the User after the conclusion of a Contract for access to the relevant Product.
6. **Customer** – a natural person, legal person or organizational unit with legal capacity that concludes or intends to conclude a contract with the Service Provider.

7. **Materials** – one or more digital files containing, in particular, video recordings or other content forming part of a Product.
8. **Additional Materials –** one or more computer files supplementing a Product.
9. **Meetings** – group consultations and mentoring sessions held by the Course Leader with Users.
10. **Course Leader –** the person delivering the training and conducting Meetings as part of the Service Provider's business.
11. **Product** – Digital Content, a Digital Service or a Course offered by the Service Provider and delivered in electronic form.
12. **Electronic Service –** a service provided by the Service Provider to the User by electronic means.
13. **Goods** (Physical Product) – a movable item that is the subject of a Sales Contract concluded between the Service Provider and the Customer via the Store.
14. **Delivery –** the service of carrying and delivering Goods to the Customer, performed by external postal operators, courier companies or InPost parcel lockers (the "Carrier").
15. **Contract for the provision of electronic services –** a contract whose subject is the performance of a service by sending and receiving data via ICT systems, at the individual request of the User, without the simultaneous presence of the parties, where the data are transmitted via public networks.
16. **Electronic Payments –** the payment method chosen by the User, including a payment card or online bank transfer, enabling the User to pay the Service Provider electronically.
17. **Payment System Operator –** the entity selected by the Service Provider that provides services related to supplying, maintaining and handling payments, in particular by credit card, payment card or online bank transfer.
18. **Password** – a string of letters, digits or other characters chosen by the User during registration in the Store or assigned by the Service Provider, used to secure access to the Account.
19. **Account** – the User's individual panel created in the Store after registration.
20. **Digital Content –** data produced and supplied in digital form, including in particular e-books, audio recordings, video recordings, online courses, webinars, educational materials, newsletters or electronic files.
21. **Digital Service –** a service that allows the Customer to create, process, store or access data in digital form, to share data in digital form, or to interact otherwise with data in digital form.
22. **Order** – the Customer's declaration of intent submitted via the Order Form or the Cart, aimed at concluding a Contract and specifying in particular the type and number of Products or Goods.
23. **Cart** – a functional element of the Store in which the Customer collects the selected Products or Goods and sees the Order summary.
24. **Order Form –** an interactive form available in the Store, through which the Customer places an Order, provides data and selects a payment method.
25. **Privacy Policy –** the document available on the Store's website describing the rules for processing the personal data of Users and Customers.
26. **DSA** – the Digital Services Act; Regulation (EU) 2022/2065 of the European Parliament and of the Council of October 19, 2022 on a Single Market for Digital Services and amending Directive 2000/31/EC (OJ L 277, 2022, p. 1, as amended).

27. **AI Act** – Regulation (EU) 2024/1689 of the European Parliament and of the Council of June 13, 2024 laying down harmonized rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828 (Artificial Intelligence Act).
28. **European Accessibility Act (EAA) –** Directive (EU) 2019/882 of the European Parliament and of the Council of April 17, 2019 on the accessibility requirements for products and services.
29. **Consumer Rights Act –** the Polish Act of May 30, 2014 on Consumer Rights.
30. **Civil Code –** the Polish Act of April 23, 1964 – Civil Code.
31. **Terms** – these Terms of Sale, setting out the rules for using the Store and for providing electronic services.
32. **Consumer** – a natural person performing a legal act not directly related to their business or professional activity.
33. **Entrepreneur with Consumer Rights –** a natural person conducting a business who concludes a contract directly related to their business, where the content of the contract shows that it is not of a professional nature for that person.
34. **Entrepreneur –** a natural or legal person conducting a business who concludes a contract directly related to their business that is of a professional nature for that person.
35. **Artificial Intelligence –** as defined in the AI Act, a machine-based system designed to operate with varying levels of autonomy, which may exhibit adaptiveness after deployment and which, for explicit or implicit objectives, infers from the input it receives how to generate outputs such as predictions, content, recommendations or decisions that can influence physical or virtual environments.
36. **KSeF** – the Polish National e-Invoicing System (Krajowy System e-Faktur), used to issue, receive and store structured invoices issued by the Service Provider under the Polish Act on Value Added Tax.
37. **Structured Invoice –** an invoice issued using KSeF that has a number identifying it in KSeF.
38. **Interactive Withdrawal –** a function available on the website (e.g. a button) that allows a declaration of withdrawal from the Contract to be submitted electronically in a simple way.

§ 3
GENERAL PROVISIONS

1. The Customer must use the Store in accordance with applicable law, these Terms, good practice and the principles of social coexistence.
2. Users may not provide unlawful content, content infringing the rights of third parties, content containing malicious software or content contrary to good practice.
3. The Service Provider sells digital products, digital services and physical products.
4. Digital products may include in particular: e-books, document templates, audio and video recordings, online courses, webinars, educational materials, newsletters and downloadable files.
5. Digital services may include in particular access to training platforms and services provided using ICT systems.
6. Detailed information about each Product, Goods or Service, including its functionality, features, scope and price, is given in the Product description in the Store.

7. Information presented in the Store constitutes an invitation to conclude a Contract, unless expressly stated otherwise.
8. A Customer may be a natural person with full legal capacity, a legal person, or an organizational unit without legal personality that is granted legal capacity by law.
9. A Consumer enjoys the protection provided by generally applicable law, in particular the Consumer Rights Act, the Civil Code, the Polish Act on the Provision of Electronic Services, and the provisions on the conformity of Digital Content and Digital Services with the contract.
10. The provisions concerning Consumers also apply to an Entrepreneur with Consumer Rights.
11. The User is responsible for providing data that are false, out of date or infringe the rights of third parties.
12. Materials published in the Store, including graphic elements, their layout and composition, trademarks, photographs and other information available on the websites, are subject to the Service Provider's exclusive rights. These elements are protected by copyright, industrial property rights (including trademark rights) and database rights. They may not be used in any way other than as provided in these Terms.
13. Users may use the Store only in accordance with applicable law and these Terms.
14. To ensure the security of Users in connection with the use of the Store, the Service Provider applies technical and organizational measures appropriate to the level of risk to the security of the Services, in particular measures preventing the acquisition and modification of personal data by unauthorized persons.
15. To use the Store properly, including placing orders, using Digital Content and Digital Services and purchasing Goods, the User must meet the technical requirements, in particular have: a device with Internet access, an up-to-date web browser supporting cookies and JavaScript, an active email account, and an Internet connection sufficient to use services provided electronically.
16. Some Digital Content or Digital Services may require additional technical requirements, of which the Customer will be informed before concluding the Contract, in particular in the Product description in the Store.
17. The Service Provider may carry out technical work, updates and maintenance aimed at developing or maintaining the Store, which may temporarily limit the availability of services.

§ 4
PRODUCTS AND GOODS

1. Through the Store, the Service Provider enables Users and Customers to purchase Digital Content, Goods and Digital Services and to use educational and training materials. The Service Provider may also enable Users to create and maintain an Account and to use other electronic services available in the Store.
2. Products offered in the Store may take the form of, in particular but not exclusively: e-books, document templates, checklists, audio or video recordings, online courses, webinars and educational materials made available in digital form.
3. The Products in the Store are primarily educational in nature.
4. Detailed information about each Product, including its functionality, scope, method of delivery, access period and price, is given in the Product description in the Store.

5. The Service Provider may organize promotions, time-limited programs, discounts or bundle sales on terms set out separately.
6. The use of some Products or services may require an Account and compliance with the technical requirements specified by the Service Provider.
7. Products available in the Store are intended solely for use in accordance with their purpose and the conditions set out in these Terms and the license terms.
8. Products may include, among other things:
    1) the opportunity to take part in Meetings according to the schedule set out in the Product terms;
    2) access to a closed community (e.g. on Facebook);
    3) the opportunity to contact the leaders by email. Questions will be answered during Meetings, provided they are sent at least 24 hours before the Meeting.
9. Meetings may be held via electronic communication tools, in particular Zoom, Google Meet, Microsoft Teams or similar platforms indicated in the Product description.
10. Meetings within Courses are held in groups of 1 to 20 people, to ensure the best quality of interaction and to match the content to the participants' needs.
11. Users receive the Meeting dates at the beginning of the Course by email, or the Meeting schedule is given in the Product description.
12. The Service Provider may change the date of or cancel a Meeting for important reasons, in particular illness or other sudden indisposition of the Course Leader, a technical failure preventing the Meeting, or force majeure. The Service Provider will inform the Customer of any change without delay. A canceled Meeting will be held on another date. If the new date is unacceptable to the Consumer, or the Meeting does not take place at all, the Consumer is entitled to terminate the Contract and receive a refund of the Price, or to a proportionate reduction of the Price.
13. Participation in Meetings is voluntary. If the Customer misses a Meeting by their own choice, the Customer is not entitled to a make-up Meeting or a refund of the Price.
14. Materials made available as part of a Product may be permanently marked as originating from the Customer who purchased them via the Store. Such marks do not reveal the Customer's personal data and serve only to identify the origin of the Materials or Products in the event of a breach of the rules for using the Products set out in these Terms or in separate legal provisions.
15. As part of a Course, the Service Provider may provide access to a community of participants, discussion groups, messaging apps, forums or other online communication spaces (community).
16. The Customer must use the community in accordance with the law, these Terms and the principles of social coexistence.
17. In particular, it is prohibited to: publish unlawful content; infringe the rights of third parties; publish offensive, aggressive or discriminatory content; spam; promote one's own services or products without request; or take actions disrupting the functioning of the community.
18. The Service Provider may moderate content published by participants and remove content that violates these Terms or the law.

§ 5

NO GUARANTEE OF RESULTS

1. The Service Provider does not guarantee that the Customer will achieve any particular results, business, financial, professional, educational or other benefits from participating in a Course or using the Products.
2. Achieving particular results depends in particular on the Customer's commitment, the way the Materials are used, individual predispositions and factors beyond the Service Provider's control.
3. Materials made available by the Service Provider do not guarantee particular results.
4. Results presented in Products prepared by the Service Provider are assumptions of possible outcomes. The success of Products available in the Store, testimonials and other examples are exceptional results that are not typical of the average person and are no guarantee that others will achieve the same results. Individual results may vary and depend on individual abilities, work ethic, skills and experience, motivation, diligence in applying the courses and other factors.
5. To achieve the effects intended by the Service Provider, the Customer must actively use the Products and the Materials provided.
6. The provisions of this section in no way exclude or limit the rights of a Consumer or an Entrepreneur with Consumer Rights arising from the Service Provider's statutory liability for the lack of conformity of Digital Content, a Digital Service or Goods with the Contract.

§ 6

ELECTRONIC SERVICES

1. The Service Provider provides electronic services to Users in accordance with these Terms.
2. Free electronic services provided via the Store include: enabling the browsing of content available in the Store, enabling the placement of orders, maintaining a user Account and order history, enabling access to Digital Content and Digital Services, and enabling the use of the Cart or the Order Form.
3. The use of electronic services may require additional technical requirements specified in the description of the relevant Product.
4. The Cart and Order Form services are provided from the moment a Product is added to the Cart or the Order Form is filled in and are of a one-off nature. They end when the Order is placed. The Cart and the Order Form are electronic services that allow Orders to be placed, discount codes to be entered to reduce the Price or other options indicated in the Store to be used, and the Order summary to be displayed.
5. The User may submit complaints about Electronic Services by email or by post to the contact details given in these Terms. The Service Provider will respond to a complaint within a maximum of 14 days of receiving it. Failure to respond within 14 days means that the complaint has been accepted. The Service Provider encourages the User to include information and circumstances relating to the complaint so that it can be handled more efficiently.

§ 7

ACCOUNT

1. The Service Provider may enable Customers to create and use an Account in the Store. The Account is a service provided by electronic means.
2. Creating an Account is voluntary and free of charge, unless expressly stated otherwise in the Product description. For some Products, an Account is necessary to access the Product.
3. Creating an Account requires filling in the registration form available in the Store, providing the required data, setting a password, and accepting these Terms and the Privacy Policy.
4. The contract for the provision of the Account service is concluded when the Service Provider confirms the registration of the Account or when the Customer successfully completes the registration process.
5. An Account may also be created automatically with the Customer's first purchase in the Store.
6. The Account allows in particular saving the Customer's data, placing and tracking Orders, and accessing the Order history.
7. The Customer must provide accurate data and keep them up to date.
8. The Customer is responsible for keeping the Account access data, including the password, confidential. The Customer should protect the login data against access by unauthorized persons.
9. The Customer may not provide unlawful content, use the Account in a manner contrary to the law, good practice or these Terms, or take actions that may disrupt the functioning of the Store or the Service Provider's ICT systems.
10. The Service Provider may temporarily restrict access to the Account or to selected functions where technical, update or maintenance work is necessary, where a breach of these Terms is found, or where there is a threat to the security of the Account or the IT infrastructure.
11. The Customer may delete the Account at any time using the relevant function in the Account or by sending a request to delete the Account to the Service Provider. The Service Provider deletes the Account within 30 days of the request.
12. The contract for the provision of the Account service terminates when the Account is deleted by the Customer or by the Service Provider in accordance with these Terms.
13. The Service Provider may delete the Account or terminate the contract for the provision of the Account service with 14 days' notice for important reasons, in the event of a breach of these Terms by the Customer, unlawful use of the Account, provision of false data, or actions compromising the security of the Store or of other Users.
14. With regard to electronic services, the Customer may submit complaints in accordance with the rules set out in the section on complaints about electronic services.

§ 8

PLACING ORDERS

1. The Customer may place Orders in the Store 7 days a week, 24 hours a day, subject to technical and maintenance breaks, unless the Service Provider indicates otherwise in the Store.
2. To place an Order, the Customer selects the Products available in the Store, adds them to the Cart or fills in the Order Form for the Product or Goods, provides the required data, selects a payment method, reviews the Order summary, accepts these Terms and the Privacy Policy,

and confirms the Order by clicking a button labeled "Order with obligation to pay" or an equivalent wording (e.g. "Buy and download the ebook").

3. Placing an Order constitutes the Customer's offer to conclude a Contract with the Service Provider.
4. After placing an Order, the Customer receives an email confirming that the Service Provider has received the Order. This message does not yet constitute acceptance of the offer or conclusion of the Contract, unless expressly stated otherwise.
5. If the Customer chooses an electronic payment method (including a payment card, an electronic transfer via a payment operator, BLIK or deferred payment), the Contract is concluded when the Service Provider or the Payment System Operator receives confirmation of a positive authorization of the transaction. In other cases, the Contract is concluded when the Service Provider sends the Customer an email confirming acceptance of the Order for performance.
6. For Products with limited availability, Orders are fulfilled in the order in which correctly paid Orders are received, unless the Service Provider has expressly indicated other rules.
7. The Customer must provide correct and complete data necessary to fulfill the Order.
8. For the Delivery of Goods, the Store charges a flat fee covering the cost of shipping to the User. Shipping costs depend on the delivery method chosen by the User. The User is informed of the total delivery cost when concluding the sales contract. Delivery methods and current delivery prices, depending on the chosen delivery and payment method, are described on the Goods page in the Store.
9. If all or part of an Order cannot be fulfilled, the Service Provider will inform the Customer without delay and, if payment has already been made, will refund the relevant part of the payment in accordance with applicable law.

§ 9
CONCLUSION OF THE CONTRACT

22. The Contract is concluded when the Service Provider accepts the Order for performance. For electronic (online) payments, the Contract is concluded when the Service Provider or the Payment System Operator receives confirmation of a positive authorization of the transaction.
23. Confirmation of acceptance of the Order for performance is sent to the Customer by the Service Provider by email or in another durable form of communication.
24. For digital Products, Digital Services or Digital Content delivered electronically, performance of the Contract may begin immediately after payment and after any additional conditions indicated in the Product description have been met.
25. Failure to pay within the time limit indicated by the Service Provider may result in cancellation of the Order.
26. If the Contract cannot be performed, the Service Provider will inform the Customer without delay and refund any payments already made.

§ 10
PRICES AND PAYMENT METHODS

1. Prices of offers presented in English are expressed in euros (EUR). Prices of offers presented in Polish are expressed in Polish złoty (PLN). The currency of the Price is always shown in the Product description and in the Order Form before the Order is placed. All prices are gross prices. The Service Provider is exempt from VAT under Article 113(1) of the Polish Act of March 11, 2004 on Value Added Tax, so the prices do not include VAT.
2. If the currency of the Customer's payment card or account differs from the currency of the Price, the conversion is performed by the Customer's bank or payment provider according to its own rules. The Service Provider has no influence on the exchange rate or on any conversion fees charged by those entities.
3. The prices of Products presented in the Store apply at the time the Customer places the Order.
4. The prices do not include any additional costs charged by the payment operator for the chosen payment method.
5. The Service Provider offers the payment methods currently indicated in the Store, which may include:
   1) traditional bank transfer;
   2) electronic payments;
   3) payment card payments;
   4) mobile payments.
6. Electronic payments are handled by external payment service providers cooperating with the Service Provider, including in particular but not exclusively: Stripe Payments Europe, Limited (Ireland), Mollie B.V. (Netherlands) and PayPal (Europe) S.à r.l. et Cie, S.C.A. (Luxembourg); for deferred payments also Klarna Bank AB (Sweden); and ING Bank Śląski S.A. The payment methods available for a given offer may depend on its currency.
7. The moment of payment is the moment the Service Provider or the payment operator receives confirmation that the transaction has been completed successfully.
8. Sales documents are issued in electronic form and delivered to the Customer in a way that allows them to be downloaded or received electronically.
9. For Customers who are Entrepreneurs, Structured Invoices may be submitted to KSeF in accordance with applicable tax law.
10. For Customers who are Consumers (natural persons), invoices are, as a rule, not submitted to KSeF and are delivered to the email address provided, unless the accounting systems or technical solutions used by the Service Provider provide for submitting all sales documents to KSeF.
11. Promotions, discounts and special offers cannot be combined, unless the terms of a given promotion expressly state otherwise.
12. When the price of a Product is reduced, the Service Provider shows the lowest price that applied during the 30 days before the reduction.

§ 11

DELIVERY OF DIGITAL PRODUCTS AND GOODS

1. The Service Provider delivers Digital Content or Digital Services to the Customer in accordance with the conditions set out in the description of the relevant Product in the Store.

2. Digital Content or Digital Services may be delivered by making materials available for download, granting access to an online platform, user panel or online course, sending an email containing a link, access data or instructions for use, or activating specific functions in the Account.
3. The Customer provides a correct email address, ensures that their device and software meet the technical requirements, and logs in to the Account if required.
4. The Service Provider is not liable for the inability to use Digital Content or Digital Services resulting from the Customer's failure to meet the technical requirements of which the Customer was informed, technical problems on the side of the Customer or of the service providers used by the Customer, or use of the Digital Content or Digital Services contrary to these Terms or the Service Provider's instructions.
5. The Customer must use the Products and Goods in accordance with the law, these Terms and the license terms or rules of use provided by the Service Provider.
6. The Service Provider delivers Goods within the territory of the Republic of Poland, the European Union and outside the European Union. Delivery is carried out through Carriers, including in particular but not exclusively postal operators, courier companies and parcel lockers.
7. The Service Provider must deliver Goods that are the subject of the Sales Contract free of defects.
8. The Service Provider publishes on the Store's website information on the number of business days needed for Delivery of Goods and fulfillment of the order, as well as the costs of Delivery.
9. The Delivery and fulfillment time indicated in the Store is counted in business days from the day following the day the Service Provider accepts the order.
10. Ordered Goods are delivered to the Customer by the Carrier to the address given in the Order Form.
11. If InPost Sp. z o.o., based in Kraków, is chosen as the Carrier, the Delivery address will be the address of the parcel locker selected by the Customer when placing the order.
12. On the day the Goods are dispatched, the Service Provider sends the Customer an email confirming the shipment.
13. The Service Provider is not liable for delays in the Delivery of Goods resulting from incorrect data or an incorrect Delivery address provided by the Customer, from causes on the side of the Carriers, or from force majeure.
14. The risk of accidental loss of or damage to the Goods passes to a Customer who is a Consumer when the Goods are handed over, i.e. when the parcel is collected by the Consumer or by a third party designated by the Consumer other than the Carrier.
15. The Customer is advised to examine the delivered parcel in the time and manner customary for parcels of that kind. If the parcel is found to be incomplete or damaged, the Consumer has the right to ask the Carrier's employee to draw up a damage report. Drawing up a damage report facilitates and speeds up the complaint procedure but is not a precondition for submitting a complaint and does not limit the Consumer's rights in respect of the lack of conformity of the Goods with the Contract.
16. The Service Provider sends proof of purchase for the delivered Goods to the Customer's email address given in the Order Form as an electronic PDF file. To open the file, the

Customer needs free software compatible with the PDF format; the Service Provider recommends Adobe Acrobat Reader, available free of charge at www.adobe.com.

17. To receive an invoice, the Customer should declare when making the purchase that they are buying as an Entrepreneur (taxpayer), by checking the relevant box in the Order Form before sending the order to the Service Provider.
18. If the Customer is absent at the Delivery address given when placing the order, the Carrier's employee will leave a notice or try to contact the Customer by phone to arrange a time when the Customer will be present.
19. If ordered Goods are returned to the Store because the Customer did not collect them or gave an incorrect Delivery address, the Service Provider will contact the Customer electronically or by phone to agree a new Delivery date and cost. If the Customer does not respond within 14 days of being contacted or refuses to cover the cost of re-delivery, the Service Provider may withdraw from the Contract for reasons attributable to the Customer and refund the Price paid, less the direct costs of the returned shipment.

§ 12

LICENSE AND RULES FOR USING THE PRODUCTS

1. When purchasing a Product, the Customer is granted a non-exclusive license to use the selected Product, to the extent set out below.
2. For Digital Content delivered as downloadable files (in particular e-books, document templates and audio/video files), the Service Provider grants the Customer a non-exclusive, perpetual and non-transferable license to use the Product for personal use.
3. For Digital Services and Products accessed in real time or via an online platform, Account or dedicated community (including online Courses and webinars), the license is granted for the period specified in the Product description in the Store or, if no period is specified, for 365 days from the day the Product is made available.
4. The Customer may not grant sublicenses.
5. Paid and free Materials and Products made available via the Store are protected under the Polish Act of February 4, 1994 on Copyright and Related Rights.
6. The Customer may use the purchased Product for personal use and in accordance with its purpose.
7. The Customer may not reproduce, copy or use the Product (in whole or in part), including the materials made available as part of it, or modify it in any other way (e.g. by removing protections or markings). Distributing the Product, making it available to others or performing it in public is also prohibited.
8. The Customer must ensure that no unauthorized persons use the Products in a manner contrary to the law or these Terms.
9. The Customer may not use the Store or the Account to conduct marketing activities.
10. Meetings may be recorded only after the participants have been informed of the purpose and legal basis of the recording.

§ 13
COMPLAINTS

1. The Service Provider is liable for any lack of conformity of Digital Content or a Digital Service with the Contract that: existed at the time of delivery and became apparent within two years of that time – for Digital Content or Digital Services supplied once or in parts; occurs or becomes apparent during the period of supply – for Digital Content or Digital Services supplied continuously.
2. The Service Provider may not rely on the expiry of the time limit for establishing a lack of conformity of Digital Content or a Digital Service with the Contract if it fraudulently concealed the lack of conformity.
3. A lack of conformity of Digital Content or a Digital Service supplied once or in parts that becomes apparent within one year of delivery is presumed to have existed at the time of delivery. For Digital Content or Digital Services supplied continuously, the presumption covers the entire period of supply.
4. The above presumptions do not apply if the Customer's digital environment (electronic devices, software) is not compatible with the technical requirements of which the Service Provider informed the Customer clearly and comprehensibly before the conclusion of the Contract.
5. The presumptions also do not apply if the Service Provider informed the Customer clearly and comprehensibly before the conclusion of the Contract of the Customer's obligation to cooperate, to a reasonable extent and using the least burdensome technical means available, in order to establish whether the lack of conformity is caused by the Customer's digital environment, and the Customer fails to fulfill this obligation in good time.
6. Digital Content or a Digital Service conforms to the Contract if, in particular, it corresponds to the description, type, quantity, quality, completeness and functionality provided for in the Contract, compatibility, interoperability and availability of updates, the purpose for which Digital Content or Digital Services of that kind are normally used, and the Customer's reasonable expectations arising from public statements made by the Service Provider or persons acting on its behalf.
7. Complaints may be submitted electronically to the email address indicated by the Service Provider or in writing to the address of the Service Provider's registered office. The Service Provider considers a complaint within a reasonable time, not exceeding 14 days. Failure to respond to a complaint within 14 days means that it has been accepted.
8. To help handle the complaint efficiently, the Service Provider recommends that it include the Customer's identification data, data identifying the Order or Contract, a description of the lack of conformity found, the Customer's request, and contact details for the reply.
9. The Service Provider may ask the Customer to provide additional information necessary to consider the complaint if the data provided prove insufficient.
10. If Digital Content or a Digital Service does not conform to the Contract, the Customer may request that it be brought into conformity with the Contract.
11. The Service Provider may refuse to bring the Digital Content or Digital Service into conformity with the Contract if doing so is impossible or would require excessive costs for the Service Provider.
12. The Service Provider brings the Digital Content or Digital Service into conformity with the Contract within a reasonable time from receipt of the complaint and without undue

inconvenience to the Customer, taking into account the nature of the Digital Content or Digital Service and the purpose for which it is used.

13. The costs of bringing the Digital Content or Digital Service into conformity with the Contract are borne by the Service Provider.
14. If the Digital Content or Digital Service does not conform to the Contract, the Customer may declare a price reduction or withdraw from the Contract where: bringing it into conformity is impossible or requires excessive costs; the Service Provider has not brought it into conformity; the lack of conformity persists despite attempts to remedy it; the lack of conformity is so significant that it justifies a price reduction or withdrawal without first requesting that conformity be restored; or it is clear from the circumstances or from the Service Provider's statement that it will not bring the Digital Content or Digital Service into conformity within a reasonable time or without undue inconvenience to the Customer.
15. The reduced price must be in the same proportion to the contract price as the value of the non-conforming Digital Content or Digital Service bears to the value of conforming Digital Content or Digital Service.
16. The Customer may not withdraw from the Contract if the lack of conformity is minor. The lack of conformity is presumed to be significant.
17. In the event of withdrawal from the Contract, the Service Provider will: stop supplying the Digital Content or Digital Service without delay; may prevent the Customer from further using the Digital Content or Digital Service; and refund the payments due to the Customer in accordance with applicable law.
18. Refunds are made without delay and no later than 14 days from the day the Customer's declaration of price reduction or withdrawal is received.
19. Refunds are made using the same means of payment that the Customer used, unless the Customer expressly agrees to another method of refund that does not involve any costs for the Customer.
20. The provisions of this section do not exclude or limit the Customer's rights under mandatory provisions of law.
21. The Service Provider supplies the Customer with updates, including security updates, necessary to keep the Digital Content or Digital Service in conformity with the Contract for the period resulting from the law or the Contract.
22. With respect to Customers who are Entrepreneurs (other than Entrepreneurs with Consumer Rights), liability under the statutory warranty is excluded to the extent permitted by law, except for damage caused intentionally.
23. The Service Provider is liable for any lack of conformity of Goods with the Contract existing at the time of delivery and becoming apparent within 2 years of that time.
24. The Consumer may request that the Goods be repaired or replaced. If repair or replacement is impossible or would require excessive costs, or the Service Provider has not carried it out within a reasonable time, the Consumer may declare a price reduction or withdraw from the Contract. The Consumer makes the Goods available for repair or replacement; the costs of delivery, repair and replacement are borne by the Service Provider.
25. The Service Provider considers complaints about Goods within the statutory period of 14 calendar days from the date of receipt. The consequences of failing to respond are determined by generally applicable law.

§ 14
OUT-OF-COURT COMPLAINT HANDLING AND DISPUTE RESOLUTION

1. A Customer who is a Consumer may use out-of-court methods of handling complaints and pursuing claims.
2. Detailed information on the possibility for Consumers to use out-of-court complaint and redress procedures, and the rules of access to them, is available on the websites of the district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, the Provincial Inspectorates of Trade Inspection and the Polish Office of Competition and Consumer Protection (UOKiK).
3. In particular, the Consumer may apply to the permanent consumer arbitration court operating at the Trade Inspection to resolve a dispute arising from the Contract, apply to the provincial inspector of the Trade Inspection to initiate mediation proceedings for an amicable settlement of the dispute, or seek assistance from a district or municipal consumer ombudsman or a social organization whose statutory tasks include consumer protection.
4. Consumers residing in another EU Member State may also contact the European Consumer Centre in their country (ECC-Net network), which provides free help with cross-border disputes with traders established in another EU country.
5. The use of out-of-court dispute resolution methods is voluntary.
6. The provisions of this section do not exclude or limit the Consumer's right to pursue claims before the competent common court.
7. The Service Provider agrees to submit to out-of-court resolution of consumer disputes.

§ 15
REVIEWS AND TESTIMONIALS

1. The Customer may voluntarily post opinions and reviews of Products and Goods.
2. Reviews may be published only by, and with the consent of, Customers who have used the Service Provider's Products.
3. Adding an opinion or review may not serve unlawful purposes, in particular publishing unlawful content, infringing the personal rights of third parties, posting offensive, vulgar or indecent content, publishing advertising, promotional or spam content, or providing false or misleading information.
4. The Service Provider may verify whether a review comes from a Customer who has actually used the Product, in particular by checking the data of the Order or Account.
5. Reviews published in the Store are not sponsored or modified by the Service Provider, except for removing content that violates these Terms or the law and correcting obvious linguistic or technical errors without changing the meaning or content of the review. Reviews written in Polish may be published in English (or another language) in a faithful translation; translated reviews are marked as translated (e.g. "translated from Polish"). The Service Provider reserves only the right to refuse to publish or to remove reviews containing unlawful or vulgar content, infringing the personal rights of third parties or constituting unsolicited commercial information.
6. The Service Provider reserves the right to refuse to publish or to remove a review if it violates these Terms, contains unlawful content, or there is a reasonable suspicion that the review is fake or was added to manipulate ratings.

7. The Customer bears full responsibility for the content of the opinion or review posted.
8. The provisions of this section do not exclude or limit the Customer's rights under mandatory provisions of law.
9. The Customer grants the Service Provider a non-exclusive, free license to publish the review in the Store, including in translation.

§ 16

REPORTING ILLEGAL CONTENT

1. The Service Provider takes measures to ensure that the Store operates in compliance with Regulation (EU) 2022/2065 of the European Parliament and of the Council of October 19, 2022 on a Single Market for Digital Services (Digital Services Act – DSA).
2. Users may report to the Service Provider content they consider illegal or contrary to applicable law.
3. Reports of illegal content may be sent electronically to the email address indicated in these Terms or in writing to the address of the Service Provider's registered office.
4. A report should include: the name of the reporting person or entity; their contact details; an indication of the content concerned; a statement explaining why the reporting person considers the content illegal; and the exact URL or other information allowing the content to be identified.
5. The Service Provider considers reports within a reasonable time not exceeding 14 days, objectively, in a non-discriminatory manner and with due diligence.
6. After receiving a report, the Service Provider may remove the indicated content, restrict access to it, refuse to remove it if there are no grounds to consider it illegal, or take other measures provided for by law or these Terms.
7. If action is taken with respect to the reported content, the Service Provider may inform the reporting person and the User responsible for the content of the decision, the reasons for it and the available means of redress.
8. Users should not submit reports that are manifestly unfounded, made in bad faith, or intended to unlawfully restrict the freedom of expression or activity of other users.
9. The Service Provider may restrict the ability to submit reports or to use the Store for persons who repeatedly submit manifestly unfounded reports or abuse the reporting procedure.
10. The provisions of this section do not exclude or limit users' rights under mandatory provisions of law, in particular the DSA.
11. If the Service Provider decides to remove content; restrict its visibility; restrict access to the Store or certain functions; suspend or terminate the provision of Services; suspend or delete a User Account; refuse to publish content or a review; or impose other restrictions or sanctions related to a breach of these Terms or the law, the User has the right to appeal. An appeal may be submitted electronically to the email address indicated by the Service Provider or in writing to the address of its registered office.
12. An appeal should include data identifying the User, an indication of the decision concerned, the User's reasons, and contact details for the reply.
13. The Service Provider considers appeals within 14 days, objectively, in a non-discriminatory manner and with due diligence.

14. After considering an appeal, the Service Provider may uphold its decision; reverse it in whole or in part; restore access to the content, Account or Product; or take other measures justified by the circumstances.
15. The Service Provider informs the User of the outcome of the appeal on a durable medium, in particular by email.
16. Where the Service Provider's decision was made on the basis of a report of illegal content or a breach of these Terms, the Service Provider may provide the user with the reasons for its decision, taking into account applicable law and the protection of the rights of third parties.
17. Using the appeal procedure does not exclude the user's right to pursue their rights in court or through out-of-court dispute resolution, where provided for by applicable law.
18. The Service Provider does not use automated tools to handle reports.

§ 17
WITHDRAWAL FROM THE CONTRACT AND DURATION OF THE CONTRACT

1. If, during the purchase, a Consumer or an Entrepreneur with Consumer Rights consented to the performance of the Contract and the supply of Digital Content or a Digital Service before the expiry of the withdrawal period, they lose the right to withdraw from the Contract concluded with the Service Provider, provided that they were informed beforehand of the loss of this right and acknowledged it.
2. If the Contract concerns the provision of Electronic Services and the Service Provider has fully performed the Electronic Service with the express consent of the Consumer or Entrepreneur with Consumer Rights, who was informed before the start of performance that they would lose the right of withdrawal once the service had been performed, the right of withdrawal does not apply.
3. Where the circumstances described above do not apply, a Consumer or an Entrepreneur with Consumer Rights has the right to withdraw from the Contract without giving any reason within 14 days of the day the Contract was concluded.
4. Withdrawal from the Contract takes place by informing the Service Provider of the decision to withdraw by means of an unequivocal statement sent by email to the address indicated by the Service Provider, by post to the address of the Service Provider's registered office, using the withdrawal form, or by using the Store's withdrawal function labeled "Withdraw from the contract here".
5. The withdrawal function referred to in the previous paragraph is available on the website www.annalipiak.com (link “Withdraw from the contract here” in the footer of every page, leading to the form at www.annalipiak.com/en/withdrawal-from-contract) and via the link included in the purchase confirmation email. It allows the Customer to fill in and send an interactive withdrawal form. Sending the completed form constitutes a declaration of withdrawal from the Contract.
6. Immediately after the declaration is submitted using the withdrawal function, the Service Provider sends the Consumer, on a durable medium (by email), an acknowledgment of receipt containing the content of the declaration and the date and time it was submitted.
7. The Customer may use the model withdrawal form attached to these Terms, but its use is not mandatory.

8. To meet the withdrawal deadline, it is sufficient to send the communication concerning the exercise of the right of withdrawal before the 14-day period from the conclusion of the Contract has expired.
9. In the event of an effective withdrawal from the Contract, the Service Provider refunds to the Consumer or Entrepreneur with Consumer Rights the payments received, in respect of services performed proportionally up to the day of termination of the Contract, within 14 days of receiving the declaration of withdrawal.
10. In the event of withdrawal from a Contract for the sale of Goods, the Service Provider may withhold the refund until it has received the Goods back or until the Consumer (or Entrepreneur with Consumer Rights) has supplied proof of having sent them back, whichever is earlier.
11. The refund will be made using the same means of payment as used by the Consumer or Entrepreneur with Consumer Rights in the initial transaction, unless they expressly agree otherwise and this does not involve any additional costs for them.
12. The Consumer or Entrepreneur with Consumer Rights does not bear any fees in connection with the refund made by the Service Provider.
13. In the event of withdrawal from a Contract concerning Digital Content or Digital Services, the Service Provider may prevent the Customer from further accessing the Digital Content or Digital Services, in particular by deactivating access to the User Account or certain functions.
14. If the Contract covers not only digital Products but also services, e.g. live meetings, it is concluded for the fixed term specified in the description of that Product in the Store.
15. The Customer may terminate a fixed-term Contract that has not yet been fully performed under the rules set out in the Product description or, in the absence of such rules, under the rules set out in these Terms.
16. Notice of termination may be given in documentary form, in particular by email sent to the Service Provider's address.
17. For a Contract concluded for a period of:
    1) up to 1 month – the Customer may terminate the Contract with 7 days' notice;
    2) more than 1 month and up to 6 months – the Customer may terminate the Contract with 14 days' notice;
    3) more than 6 months – the Customer may terminate the Contract with 1 month's notice.

If the Contract is terminated for an important reason on the Customer's side, the Customer is entitled to a refund of the Price reduced only by:
1) the value of the services actually performed up to the day of termination, calculated proportionally;
2) the documented actual costs incurred by the Service Provider to perform the Contract.

If the Contract is terminated for reasons attributable to the Customer, in particular without an important reason, the Service Provider is entitled to retain the part of the remuneration corresponding to:
1) the value of the services performed, calculated proportionally up to the day of termination;
2) the documented actual costs incurred to perform the Contract.

At the Customer's request, the Service Provider provides a statement of account for the Contract.

Refunds of amounts due are made to a bank account or by another payment method agreed by the Parties.

19. In the case of a Contract for the sale of physical Goods, a Consumer or Entrepreneur with Consumer Rights has the right to withdraw from the Contract without giving any reason within 14 days; this period starts on the day the Consumer, or a third party designated by the Consumer, takes possession of the Goods.
20. If the Consumer exercises the right of withdrawal, the returned Goods must be sent back to the Service Provider's address without undue delay and in any event no later than 14 calendar days from the day the Service Provider was informed of the withdrawal. The direct cost of returning the Goods is borne by the Consumer.
21. Diminished value of Goods: the Consumer is liable for any diminished value of the Goods resulting from handling them beyond what is necessary to establish their nature, characteristics and functioning.
22. Returned Goods should, where possible, be sent in the original packaging protecting the parcel against damage in transit; keeping the packaging is not, however, a condition for effectively exercising the right of withdrawal.
23. The right to withdraw from a distance contract does not apply to Consumers and Entrepreneurs with Consumer Rights with respect to contracts:
    1) for Goods that are not prefabricated, are made to the Consumer's specifications or serve to meet the Consumer's individual needs;
    2) for sound or video recordings supplied in sealed packaging, if the packaging was opened after delivery;
    3) for other supplies excluded from the right of withdrawal by consumer rights legislation.

§ 18
PERSONAL DATA

1. The controller of personal data is the Service Provider.
2. Personal data are processed in order to conclude and perform the Contract, fulfill Orders, handle complaints and contact with the Customer, comply with the Service Provider's legal obligations, establish, pursue or defend claims, and conduct marketing activities if the Customer has given separate consent.
3. Providing personal data is voluntary but may be necessary to conclude the Contract or to use certain functions of the Store.
4. Detailed information on the processing of personal data, including the rights of data subjects, retention periods and security measures, is provided in the Privacy Policy available on the Store's website.
5. The Service Provider applies appropriate technical and organizational measures to ensure protection of personal data appropriate to the risks and the categories of data protected.

§ 19
CHANGES TO THE TERMS

1. The Service Provider may change these Terms for important reasons, in the event of: changes in the law; changes in the scope or manner of providing services and Products; the introduction of new functions, services or Products; the need to adapt these Terms to decisions of public authorities, court rulings or guidelines; organizational or technical changes related to the Service Provider's business; or the need to correct errors or omissions in these Terms.

2. Contracts concluded before a change to these Terms are governed by the version of the Terms in force at the time the Contract was concluded.
3. The Service Provider will inform Customers of a change to these Terms by publishing the new version on the Store's website or by email if the Customer has an Account.
4. Changes take effect on the date specified by the Service Provider, no earlier than 14 days after their announcement. A Customer who does not accept the changes may, within that period, terminate the Account contract with immediate effect and without any costs.
5. Changes to these Terms may not deprive Customers of rights acquired before the changes took effect.

§ 20

DIGITAL ACCESSIBILITY AND SPECIAL NEEDS OF USERS

1. The Service Provider makes every effort to ensure that the Store is as convenient and accessible as possible for all Users, regardless of their special needs and any limitations.
2. In particular, the Service Provider takes steps to ensure the accessibility of the Store with regard to, among other things, the legibility and clarity of the content presented; keyboard navigation; compatibility with common assistive technologies (e.g. screen readers); adequate contrast and visual structure of content; and making the ordering process easier.
3. Detailed information on the accessibility features applied and any accessibility limitations of the Store is provided in a separate "Accessibility Statement" available in the footer of the Store's website.
4. The Service Provider informs Users that, for entities meeting the criteria of a microenterprise under applicable law (i.e. employing fewer than 10 persons and having an annual turnover or balance sheet total not exceeding EUR 2,000,000), certain obligations under digital accessibility legislation may not apply. Regardless of this, the Service Provider takes steps to improve the accessibility of the Store to the extent organizationally and technically possible.
5. When offering Digital Content (in particular e-books, educational materials or other electronic files), the Service Provider takes due care to make both the content itself and the purchasing process as accessible as possible to all Users.
6. If ensuring full accessibility of a given element of the Store, Digital Content or purchasing process would impose a disproportionate organizational, financial or technical burden, the Service Provider takes accessibility measures to the broadest practicable extent, in accordance with applicable law.
7. If a Customer encounters difficulties accessing the Store, its functions or Digital Content, the Customer may report this to the Service Provider by email to the address indicated in these Terms.
8. The report should contain a description of the problem encountered and, if possible, an indication of where it occurs.
9. The Service Provider will take steps to analyze and, where possible, remove the reported barriers within a reasonable time, or to provide an alternative way of accessing the content or functions of the Store.

§ 21

ARTIFICIAL INTELLIGENCE

1. The Service Provider uses artificial intelligence (AI) tools in the operation of the Store, the provision of Electronic Services, customer service, content creation, process automation and the improvement of communication.
2. AI tools are used to answer Customer inquiries; support the technical and organizational operation of the Store; create or edit informational, marketing and educational content (including translations); analyze reports, reviews or complaints; and personalize the way content or functions of the Store are presented.
3. AI-based solutions are auxiliary and supportive in nature. The Service Provider does not use AI systems to make decisions concerning Customers that produce legal effects or similarly significantly affect them, unless otherwise required by applicable law and the Customer is informed of this in advance.
4. Where the Customer uses AI-based functions, the Service Provider informs them of this by appropriately marking the function, tool or communication channel concerned.
5. The Service Provider takes due care to ensure that AI solutions are used in compliance with applicable law, security principles and respect for users' rights.
6. The Customer has the right to request contact with the Service Provider (a human) where communication or service is provided using AI-based tools.

§ 22

FINAL PROVISIONS

1. These Terms are governed by Polish law.
2. In matters not regulated by these Terms, the generally applicable provisions of Polish law apply, in particular the Civil Code, the Consumer Rights Act, the Act on the Provision of Electronic Services and the provisions on personal data protection.
3. The choice of Polish law under these Terms does not deprive a Consumer of the protection afforded by provisions that cannot be derogated from by agreement under the law of the country of the Consumer's habitual residence.
4. Any disputes between the Service Provider and the Customer will be resolved by the competent common courts. For Customers who are Entrepreneurs, the court competent for the Service Provider's registered office will have jurisdiction.
5. The Service Provider records, secures, makes available and confirms the essential terms of the Contract and of the contract for the provision of services by sending an email confirming the Order together with an active link to these Terms.
6. The Service Provider sends proof of purchase to the email address provided by the User when placing the Order.
7. These Terms are made available free of charge on the Store's website in a way that allows them to be obtained, reproduced and recorded.
8. The Service Provider may terminate the contract for the provision of services with 30 days' notice for important reasons, meaning a change in the law governing the provision of electronic services by the Service Provider that affects the mutual rights and obligations set out in the Contract, or a change in the manner of providing services caused solely by technical considerations.

9. The Service Provider may terminate the contract for the provision of services with 14 days' notice, or refuse further use of the Store, for important reasons, in particular where the User grossly violates these Terms.
10. These Terms and their annexes constitute a standard contract form within the meaning of Article 384 § 1 of the Civil Code.
11. These Terms are also available in Polish (Regulamin sprzedaży). In the event of any discrepancy between the language versions, the version in the language in which the Contract was concluded prevails; for Consumers, the version more favorable to the Consumer applies.
12. These Terms take effect on October 20, 2026.

Current version of the Terms (also available as PDF): www.annalipiak.com/en/terms-of-sale

Previous versions of the Terms:
none – this is the first version of the Terms.

Withdrawal form

MODEL DECLARATION OF WITHDRAWAL FROM THE CONTRACT

The right of withdrawal applies to Consumers and Entrepreneurs with Consumer Rights. This form is a model. Not using it does not affect the right to withdraw from the contract. You can also withdraw online using the "Withdraw from the contract here" function: www.annalipiak.com/en/withdrawal-from-contract.

Service Provider: Anna Lipiak, conducting business under the name **Anna Lipiak – Pianist**, Pod Kasztanem 84B, 43-344 Bielsko-Biała, Poland, Tax ID (NIP): 6152016671, REGON 524600674, email: info@annalipiak.com

I hereby give notice that I withdraw from the Contract concerning:

Product name, order number: _____

Gross price: _____

IDENTIFICATION DATA:

Full name: _____

Email address used for the order: _____

Date of conclusion of the Contract: _____

Refunds are made using the same means of payment you chose when buying the Product in the Store. If you paid by a method other than bank transfer and would like the refund to be sent to a bank account, please provide the account number for the refund: _____

_____

Signature (only if this form is sent on paper) and date

Information on the processing of personal data in connection with withdrawal from the contract:

The personal data provided in this form will be processed in order to handle the withdrawal from the contract. The controller of the data provided in the form is Anna Lipiak, conducting business under the name **Anna Lipiak – Pianist**, Pod Kasztanem 84B, 43-344 Bielsko-Biała, Poland, Tax ID (NIP): 6152016671, REGON: 524600674.

In connection with handling the withdrawal, the data may be processed by external entities involved in this process, such as the accounting office. We keep the form for as long as necessary to handle the withdrawal and to address any claims arising from it. You have the right to request access to your data, its rectification, erasure or restriction of processing, as well as the right to lodge a complaint with the President of the Polish Personal Data Protection Office (UODO) or with the data protection authority of your EU country of residence. Providing the data is voluntary but necessary to handle the withdrawal.