

Terms and conditions

Welcome to www.kolektiva.com !

General aspects Please carefully read the Terms and Conditions of our website, as presented below. Any access to www.kolektiva.com implies your explicit accession to our Terms and Conditions and represents the entire agreement between the two parties involved.

Kolektiva Sp. z o.o., named generically as Kolektiva/author, as author/owner/manager of www.kolektiva.com website reserves the right to change and update at any time the content of this website and the Privacy Policy and Terms of Use without any prior notice. Therefore, please visit this section regularly to check the terms and conditions that you agreed to respect.

Having in mind the best and homogeneous interpretation of the said Term and Conditions, along with the rights and obligations that arose out of accepting them, the following terms will be interpreted as presented below:

Partner: legal person, owner of products/services listed on www.kolektiva.com.

Buyer/User: any natural person who places an order on the website. Ordering from www.kolektiva.com and accessing the products is conditioned by creating and using an account.

The promotion: the product of service(s) offered at a promotional price, made available by the partner to be sold through the website, limited by inventory.

Voucher: represents the price reduction offers to the User, highlighted by a electronic document and/or a physical one, that contains the promotional verification code and the terms of the promotion. Also, the document may contain the promotional code used for verification, for all the products that must be home delivered.

Any user that has or creates an account on www.kolektiva.com can access and buy offers.

Kolektiva Sp. z o.o. retains the right to limit access to its services and delete the account of any user, in case said user damages the society in any ways.

How do I buy and return a www.kolektiva.com voucher?

Acquiring the vouchers:

After viewing the promotion, press the 'ORDER' button.

Choose the number of vouchers you would like to buy, the desired payment method, fill in the details on the delivery terms and your order will be taken over by the www.kolektiva.com team.

After you have successfully paid, the www.kolektiva.com team will send the voucher to your e-mail address.

Print the voucher and show it to our partners in order to receive the product or service you have paid for.

Annuling the voucher:

For any voucher acquisition from www.kolektiva.com you have 14 days in which you can solicitate the annulement and a refund. This period should not be later than the voucher's own expiration date.

The refund policy is not applied to vouchers that do not have an expiration date or to promotions that have ended.

Terms and conditions for refunds:

*From the moment you buy the voucher you have 14 days in which you can ask for a full refund and the annulement of your order, whatever the reasons of your request, if the promotion you have bought is still available. You can ask for your money back by e-mailing support.en@kolektiva.com

* www.kolektiva.com retains the rights to investigate any refunding request. www.kolektiva.com can disprove any fraudulent or abusive requests.

* If the product or service has more than one session/procedure, than the annulement cannot occur if the first session already took place.

* If the refund request arrives after the voucher has expired or after the service has been partially consumed, the request will not be approved.

* Bookings made via www.kolektiva.com cannot be canceled or modified.

Details about the products. The return policy of ordered products.

The products and services you order will be offered/delivered/provided only by our partner and not by www.kolektiva.com. Kolektiva does not owe the user the delivery/administration of services. Therefore, the partner and not Kolektiva will issue any invoice for the product or the service ordered. All warranty certifications will be issued by the partner and not by Kolektiva.

The products that do not have the same specifications as they had on the website can be returned only to the Partner. The user/buyer will have to pay for the cost of transport unless the terms of the offer say otherwise.

In case of the products that are paid with cash on delivery, if the buyer/user refuses to pay, the cost of returning the product shall be supported by the Partner. www.kolektiva.com will not be held responsible for the payment of transportation of the products ordered from the website so that any enquiries regarding the delivery costs will be taken to the Partner.

Copyright

Kolektiva Sp. z o.o. is the author of the website and benefits from all the legal rights given to authors, according to the international legislation. In lack of other circumstances, all items published on the website, including photos, illustrations, designs, images, audio/video clips are the exclusive propriety of Kolektiva Sp. z o.o..

The website's content (texts, product/services description, technical features, images, symbols) is the sole propriety of Kolektiva Sp. z o.o. or the providers of said contents. Kolektiva Sp. z o.o. isn't held responsible for the description or content of the products held by partners.

If you download software from this website, including images and files generated from said software, as well as contiguous data (referred to from now on as 'Software'), these are considered under the licence of Kolektiva Sp. z o.o., referred to from now on as 'Author'. The Author does not transfer neither the title nor the intellectual propriety of the Software. The Author is the sole owner of the Software and all its intellectual proprieties. You do not have the permission to sell, redistribute or replicate the Software or decompile it and modify its structure. All marks and logos belong to the Author or the licence owners and you do not have the permission to copy and use them under no means.

The www.kolektiva.com mark is registered trademark and owned by Kolektiva Sp. z o.o.. The www.kolektiva.com domain is owned by Kolektiva Sp. z o.o.. Using this trademark, the domain or the name, directly, implied or hidden (such as, but not only, meta tags, web search, other indexing form) without the written permission of www.kolektiva.com is forbidden and will be punished according to law. In case of the unauthorized use of the elements specified above, Kolektiva Sp. z o.o. retains the rights to revoke immediately and without prior notice the given licences.

Links to other websites

The Author doesn't make any statements referring to the contents of any of the websites you choose to access through www.kolektiva.com. By entering a website that does not belong to the network operated by the Author, please keep in mind that the website exists independently from the Author and the Author does not have any influence on said website. The products and services providers have full responsibility for the actuality of the information presented.

Terms of use. Warranties.

The website is provided by the Author and it works under the display principle, along with temporary availability. The Author does not guarantee that the website, the servers that host it and the emails sent from www.kolektiva.com do not contain viruses or any other threats. The user accesses www.kolektiva.com on his own risk, Kolektiva Sp. z o.o. will not be held accountable for any damage caused by accessing the website. The information published on the website are true when they were first published or updated on the website.

If the offer isn't activated, the Author will refund the users who have already bought vouchers for said offer.

In case the partner does not support the free delivery of products or services sold through the voucher, by acquiring the voucher the user expresses his acceptance of covering the costs of delivery of products or services which are mentioned in the deal's voucher terms.

Responsibility

The Author will not be held responsible for the quality of the products provided by the partners or the requested services. The Author will not be held responsible for the late delivery or fail in delivery of the requested products and any defects those might have.

The services mentioned in the Vouchers will be provided by our partner, independent from www.kolektiva.com, which is why the Author will not be held responsible for any breach of obligations. The Author will also not be held responsible for any direct or indirect damage done to the product or service advertised on the website.

Therefore, as a User, you understand, agree and accept the following:

www.kolektiva.com does **NOT** owe the users the products and services they bought from the website, as stated in the Voucher, and any complaint must be forwarded to the partners. Our partners' names and contact details can be found in the terms of each Voucher displayed on the website.

You are directly responsible to evaluate on your own the quality and quantity of the products and services mentioned on the website.

The partner is the sole provider of the promotion and the product/service advertised and is the sole responsible for any refunds. The partner is, also, the sole responsible for any products and services offered on the site and any damage, debts, incidents you might suffer, go through, directly or indirectly, partially or totally, related to acquiring a voucher.

Except stated otherwise in extraordinary offers, www.kolektiva.com will only display the products and services offered by our partner, and retains the right to temporary hire third party affiliated organizations to take care of the management of the

vouchers, for our partner.

By present you renounce irrevocably to any finicality drew from using the vouchers and you exonerate www.kolektiva.com and all its affiliates/partners/directors/employees/partners from paying any debt coming from misinformation generated by our Partner regarding using a voucher, the products and/or the services offered.

Security

If you use the website you are responsible for taking care of your account's data, like your username and password and you agree to this responsibility. In case you suspect that the confidentiality of such data has been compromised, you will notify www.kolektiva.com right away to block the access to your account and generate a new set of data.

Any unauthorized operation on this website, or any attempt at one, including but not only abusive use, fraudulent use, unauthorized acces, modifying or copying the information for reselling, blocking access and so on will be sanctioned by the law.

Information for visitors

The services of www.kolektiva.com are destined for any natural or legal person within the conditions and limitations presented on this page ("Terms and conditions"). The SITE can only be used by natural persons above the age of minority. Minors between the ages of 16 and 18 (not having turned 18) can only use the SITE with parental agreement (or that of their legal tutor), and only in case the person in question agrees with the Terms and Conditions of the SITE.

As a user you understand and agree with the following responsibilities:

* to supply true, specific and complete information about yourself; as requested in the registration form – when needed;

* to maintain and update – when needed – your personal information to be true, specific and complete. Furthermore, you assume the obligation to refrain from committing the following acts:

- publishing material that contains viruses or any other harmful software with the intention of damaging this system or any other system or information;
- publishing copyrighted material in case you are not the author or in violation of copyright laws in case you do not have permission from the author of the material in question;
- publishing obscene, defamatory, threatening or malicious material directed to another user, natural or legal person; material or information that is forbidden by the legal provisions currently in force;
- publishing an image or a statement that contradicts any legal provisions currently in force;

By accessing the registration form through which you submit your personal information with the purpose of participating in various campaigns (informatory, promotional, advertising, leisure etc.) organized by the Author you declare to agree with the following:

1. the collection, storage and processing of your personal information by Kolektiva, registered at the ANSPDCP;
2. indefinite usage of contact information, including for later contact;
3. receiving various promotional materials from www.kolektiva.com, such as advertising or informatory materials, suggestions and invitations to various activities as well as various objects, products and/or product samples and the newsletter service (news via email), for which the unsubscribe process is extremely easy and is presented at the end of each email received through this service. All operations are in accordance with Law no. 365/2002 regarding electronic commerce, including its subsequent ammendments.

Communication

Users of the SITE can send comments, notes, suggestions, ideas or observations regarding the content and structure of the SITE, and can ask questions with the exception of messages with illegal, obscene, threatening or defamatory content which affects the private life or intellectual property rights of www.kolektiva.com or of any third parties, those that contain viruses or other elements that might damage the systems of www.kolektiva.com, those that carry out political/election campaigns, business solicitations, chain letters, mass emails or any other form of spam. Using a false email address or impersonating another person or entity is prohibited. www.kolektiva.com reserves the right, but not the obligation to remove or edit this sort of transmitted information.

Confidentiality agreement

Kolektiva Sp. z o.o. respects and tries to protect its website users' private life and right to privacy. Therefore, the collection and processing of personal information of every natural person that visits the SITE is carried out in accordance with Law no. 677/2001 regarding the protection of information of a personal nature. We put a great deal of effort into making sure that the personal information that you submit into our database is used only for the purpose that you intend it to be used.

This policy defines the information that Kolektiva Sp. z o.o. can collect and the way this information can be processed. This document also contains instructions for those who do not wish to have their personal information to be collected or disseminated when visiting the websites of Kolektiva Sp. z o.o..

Kolektiva Sp. z o.o. is registered in the registry of personal data processing.

Informative note regarding the protection of personal information

According to the requirements of Law no. 677/2001 for the protection of individuals with regards to the processing of personal information and the free circulation of this information, modified and completed, as well as those of law no. L06/2004 regarding the processing of personal information and the protection of private life in the sector of electronic communication, Kolektiva Sp. z o.o. has the obligation to administrate the personal information you supply to us in safe conditions and only for the specified purposes. The aim of our data collection is to ensure that we can provide the users of our site with information and services of the highest quality, as well as marketing services, advertising and publicity.

The information we process is only the information submitted by you. Your refusal to provide us with the requested information prevents us from offering you the requested services. The stored information is destined only for Kolektiva Sp. z o.o. and is disclosed only to: contractual partners of the operator, suppliers of goods and services, banks, public authorities, only in the event they request this information for an administrative or legal document.

According to Law no. 677/2001, you benefit from the right to information (art. 12), the right of access to information (art. 13), the right to modify information (art. 14) and the right of opposition (art. 15), as well as the right to take legal action. Furthermore, you have the right to oppose the processing of your information and request the deletion of this information. In order to exercise these rights you can address our company through a written, dated and signed letter through our contact form or through the mail. If any part of your personal information is incorrect, please let us know as soon as possible.

Your subscription on the sites managed by Kolektiva Sp. z o.o. implies your acknowledgement of the above mentioned rights and agreement to Kolektiva Sp. z o.o. using your personal information for marketing and advertising purposes as well as to ship the orders made on the site.

The notified processing of www.kolektiva.com was entered in the Registry of Personal Information Processing unde no. 17122/2010.

General information collected by Kolektiva Sp. z o.o.

Kolektiva Sp. z o.o. will collect information or data that allows the identification of natural persons (for ex: name, address, phone number, email address - "Personal information"). This is necessary for us to be able to ship the ordered products. If you do not want your data to be collected, you are not obliged to disclose it. If you want your personal information to be removed from our database, you can indicate this at any time by contacting us via the contact form. If you wish to update your personal information, this can be done in your user account. Kolektiva Sp. z o.o. can use your collected data for the following declared purposes, if impossible to specify otherwise:

- a) the storage and processing of information that allows us to have a better understanding of customer needs or the ways in which the Company can improve the quality of the products and services offered;
- b) Kolektiva Sp. z o.o. can supply third parties with general, not individual information about visitors of Kolektiva Sp. z o.o. sites (statistical data).

Kolektiva Sp. z o.o. will not transmit (through sale or renting) your personal information to third parties.

Kolektiva Sp. z o.o. can, nevertheless, transmit information of a personal nature collected from you to third parties and is not responsible for the transmission of your information to third parties in the following cases:

- if the transmission was carried out with your approval;
- if the transmission of information is necessary for supplying the products and services requested by you;
- if personal information supplied voluntarily in chat sessions, exchange of emails, discussion forums, comments or other similar activities conducted on this website might be used by third parties to generate/transmit unsolicited messages.
- in case the information is required by partners of Kolektiva Sp. z o.o. for the improvement or facilitation of services or products requested by you.

Partner companies have the right to utilize personal information supplied directly by Kolektiva Sp. z o.o. only to the extent to which their assistance is needed.

- we can transmit information of a personal nature to authorities or public institutions according to the legal provisions in force or to those of good faith if:

- a) this is stipulated in a legal provision;
- b) protects the rights of the company Kolektiva Sp. z o.o. or its partner companies;
- c) prevents a crime or protects national security;
- d) protects personal safety or public safety;
- e) the information is needed to resolve different situations:
 - in case your activities counter the terms and conditions set by Kolektiva Sp. z o.o., or instructions for the usage of certain products and services;

- in case Kolektiva Sp. z o.o. fuses with or is acquired (partially or completely) by another company and the database is transferred to the new operator.

In case Kolektiva Sp. z o.o. becomes insolvent, voluntarily or involuntarily, the database can be sold, authorized or transactioned only with court agreement. Should one of the above mentioned situations occur, you will be notified via email or in the form of an announcement posted on the website.

Additional information, collected automatically

In certain situations Kolektiva Sp. z o.o. can automatically (not through voluntary recording) collect information of a technical nature, not information through which the user can be identified, when accessing a Kolektiva Sp. z o.o. website. This type of technical information can be, but is not limited to: the type of browser used, the operating system of the user's personal computer or the name of the domani or domain host from which the user accessed the sites of Kolektiva Sp. z o.o..

Automatically stored information in your computer

Cookies

A cookie is a piece of information placed on a user's computer that identifies certain information about that user. www.kolektiva.com and its partners (for ex. Google, AdWords) use cookies to provide the smoothest possible navigation and to track/remember user preferences, with a statistical purpose, to inform, optimize and broadcast ads/commercials according to the user's previous visits on the site. Users have the option to set their browser to reject cookies, click here to deactivate them. However, please note, that deactivating cookies will have a negative impact on the navigation on our website, for example you will not be able to view certain images or access certain options/features.

Advertising

Kolektiva posts graphic advertisements on its website in the shape of images, animation or video, text ads that appear as a text link through an external company that allows posting ads on the website. These ads might use information (that do not include name, address, email or phone number) about visitors of www.kolektiva.com and other sites to advertise deals/places/goods and services from their area of interest. Partners of www.kolektiva.com, as well as Google and ad placement platform AdOcean use such cookies to filter the displayed information according to previous visits to www.kolektiva.com or other sites. For more information please visit the following link: [Google ad policy](#)

Feedback

Kolektiva Sp. z o.o. offers the possibility to the users of its websites to post comments, questions and suggestions. Any information that is sent through the contact forms will be used according to the individual's right to confidentiality and image.

Modifications to the confidentiality agreement

If we consider it necessary to make changes in the confidentiality agreement, we will publish these changes on this page to inform you regarding the types of information that we collect and the way we use it. In case of any questions regarding our confidentiality agreement, please write to us through the contact form or to our headquarters:

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