

Account Terms and Conditions (B2B)

at the shop Qbana Mama

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Section 1 DEFINITIONS

Account – a free-of-charge function of the Shop (service) which allows the Buyer to register his/her own individual Account at the Shop and which is regulated by the present Terms and Conditions.

Buyer – any entity not being a consumer which registers an Account at the Shop and has its habitual residence in the European Union.

Shop – online shop Qbana Mama maintained by the Seller at www.qbanamama.com directed to Buyers.

Seller – KATARZYNA MARIA KUBAN, an entrepreneur conducting a business activity under the business name Qbana Mama Katarzyna Kuban, entered into the Central Register and Information on Business Activity conducted by the minister competent for economy and maintaining the Central Register and Information on Business Activity, NIP 9491972839 European Union VAT Identification Number PL9491972839 , nr REGON 367435038, ul. Mstowska 2, 42-244 Cegielnia, Poland

Section 2 SELLER'S CONTACT DETAILS

1. Postal address: ul. Mstowska 2, 42-244 Cegielnia
2. E-mail address: kontakt@qbanamama.pl
3. Phone number: 604906886

Section 3 TECHNICAL REQUIREMENTS

1. An active e-mail account and a device with Internet access and a web browser supporting:

- cookie file
- JavaScript
- Active e-mail account

are necessary for the correct creation of the Account and its correct functioning.

Section 4 ACCOUNT

1. The Buyer creates an Account voluntarily, however an Account is necessary for the purchasing of goods at the Shop.
2. The Account provides the Buyer with additional options, such as: reviewing the order history of orders placed by the Buyer at the Shop, checking the order status or editing his/her data independently.
3. To create an Account the Buyer needs to fill out a proper form at the Shop.
4. The creation of the Account entails the conclusion of the contract for an unspecified term between the Buyer and the Seller relating to management of the Account on the terms specified in the Terms and Conditions.
5. The Buyer can delete the Account without incurring any costs.

6. In order to delete the Account, the Buyer should send a resignation to the following e-mail address: kontakt@qbanamama.pl. As a result the Account will be deleted and the contract relating to management of the Account will be terminated.

Section 5 COMPLAINTS

1. Complaints about functioning of the Account should be addressed to kontakt@qbanamama.pl.
2. The Seller will review the complaint within the period of 14 days.

Section 6 PERSONAL DATA

1. The Personal Data Controller of the Buyers' personal data submitted to the Seller when using the Shop is the Seller.
2. The personal data of the Buyer are processed mainly on the basis of a contract and for the purpose of its implementation, in accordance with the principles set out in the General Regulation of the European Parliament and of the Council (EU) on data protection (GDPR).

Detailed information regarding data processing by the Seller is presented in the privacy policy available online in the Shop.

Section 7 RESTRICTIONS

1. The Buyer is forbidden to provide content of illegal nature.
2. Any contract concluded on the basis of these Terms and Conditions is governed by the provisions of the Polish law, provided that this choice does not result in a situation where the Consumer loses protection afforded to him/her based on mandatory provisions of law, which would apply if this law was not selected. In such cases the provisions most favourable to the Consumer shall prevail.
3. In the case of any substantial reasons which are referred to in subsection 4, the Seller has the right to change the present Account Terms and Conditions.
4. The substantial reasons referred to in subsection 3 include:
 - a. the need to adapt the Shop to the provisions of the law applicable to the Shop's activity
 - b. improving safety of the services provided
 - c. changes in the functionality of the Account which require modifications in of the Account Terms and Conditions
5. The Buyer will be informed about the planned changes in the Account Terms and Conditions via an e-mail sent to the address assigned to the Account at least 14 days before they come into force.
6. If the Buyer does not accept the planned changes, he/she should inform the Seller about that fact by sending an e-mail to the Seller's email address kontakt@qbanamama.pl. This will result in termination of the contract relating to the management of the Account on the date when the planned changes come into force or before that date, if demanded by the Buyer.
7. If the Buyer accepts the planned changes before the date of its entry into force, it is assumed that he/she accepts them. However it does not prevent him/her from terminating the contract in the future.
8. Any dispute arising between the Seller and the Buyer (the entity who is not the consumer) will be submitted to the court competent for the Seller's registered office.
9. The contract relating to management of the Account is concluded in English.