

TERMS OF USE OF THE SERVICE

§ 1. GENERAL PROVISIONS

1. The website at www.tailorcloth.com and its extensions is run by partners of a civil partnership, jointly conducting business activity based on a civil partnership agreement under the name: TAILORCLOTH S.C. (address: ul. Sokola 51, 30-244 Kraków) NIP: 6772455264, REGON: 386697482, i.e. ALICJA WOJCIECHOWSKA conducting business activity under the name: Alicja Wojciechowska (address: Sokola 51, 30-244 Kraków) entered into the Central Register and Information on Business Activity, NIP: 8982124209 and ARTUR GIRUĆ, conducting business activity under the name: Artur GIRUĆ GIRUC INTL – partner of a civil law partnership (address: Sokola 81, 30-244 Kraków) NIP: 6772345825.
2. The following Regulations define the general terms and conditions of using the Service and the procedure for concluding agreements for the provision of services by electronic means.
3. Contact with the Service is possible:
 - a) at the e-mail address: office@tailorcloth.com,
 - b) by phone: +48 730 760 670 (the hotline is not open on public holidays),
 - c) via the contact form available on the Service.
4. Acceptance of the Regulations is voluntary, but necessary in order to use selected functions of the Service. By using the Service, the User acknowledges that these terms and our Privacy Policy apply to them.
5. The Regulations are made available free of charge on the Website in a way that allows Users to familiarize themselves with their content, record their content by printing, saving or downloading on an external medium, familiarize themselves with the currently applicable version and previous ones.
6. The Terms may be changed and updated by TAILORCLOTH. The date of the last update is given above the text of the Regulations, and any use of the Website after such date is tantamount to acceptance of the terms.

§ 2. DEFINITIONS

1. Partner Account – Electronic Service; a set of resources in the TAILORCLOTH IT system marked with an individual name (Login) and Password created by the User, allowing the use of additional functionalities of the SERVICE by becoming a TAILORCLOTH Partner and transferring the Partner to the <https://www.rtw-tailor.com> platform or to the platform: <https://www.mtm-tailor.com> depending on the specifics and needs. The User gains access to the Account using the Login and Password and becomes a Partner. The Account allows, among other things, saving and storing information about the Partner's address data, their company data, or access to the history of Orders. On the <https://www.mtm-tailor.com> platform, to which the Service refers, the Partner may also voluntarily enter the data of the Partner's customers.
2. Newsletter – Electronic Service consisting of sending by TAILORCLOTH to the e-mail address provided by the User messages containing marketing information, including information regarding the TAILORCLOTH offer, as well as events related to the promotion of goods or services offered by TAILORCLOTH. Detailed rules regarding the use of the Newsletter are specified in §4 of the Regulations.
3. Partner – an entity with which TAILORCLOTH establishes or intends to establish B2B cooperation, being a retailer or having a sales network. Each Partner, using the available functionalities of the Service, simultaneously becomes a User of the Service.

4. Terms of use / Regulations – this document.
5. GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.
6. Service – the service located on the Internet at the address: www.tailorcloth.com and all functions and tools provided by this Service.
7. Goods – a movable item promoted by the Service that is the subject of a sales agreement between the Partner and TAILORCLOTH, upon payment of the agreed price. Goods constitute goods within the meaning of art. 2 point 4a of the Consumer Rights Act. The TAILORCLOTH Goods offer includes textiles, i.e. in particular such Goods as, among others: Made To Measure shirts and Ready to Wear shirts for own brands, suits, knitted shirts, T-shirts, trousers, accessories and other textiles. The Service reserves the right to expand or modify the presented range of Goods. The Goods are new, free from physical and legal defects and have been legally introduced to the market.
8. Electronic Service – provision of services by electronic means within the meaning of the Act of 18 July 2002 on the provision of services by electronic means, by TAILORCLOTH for the User via the Service, in accordance with the service provision agreement.
9. User – a natural or legal person browsing the resources of the Service, without the need to set up a Partner Account.

§ 3. RULES OF USING THE SERVICE

1. Minimum technical requirements of the User's device enabling full and correct use of the Service:
 - a) a device with Internet access;
 - b) the latest version of an Internet browser;
 - c) an active e-mail account (e-mail address) in order to set up a Partner Account, subscribe to the Newsletter if applicable, or perform other activities.
2. TAILORCLOTH does not guarantee that the use of the Service will be free from errors and technical interruptions. TAILORCLOTH reserves the right to suspend or limit access to the Service at any time, without the need to inform Users in advance. TAILORCLOTH will strive to immediately restore the operation of the Service.
3. The Service is not responsible for the content and contents of other services and portals to which the User may be redirected using links placed on the Service (e.g. courier companies).
4. The User is not allowed to use the Services offered by the Service in a manner that is contrary to law, good customs or in a manner that would violate the legitimate interests of TAILORCLOTH or third parties. The Service may only be used in accordance with these terms and conditions and only for appropriate lawful purposes, which includes compliance with all regulations in force in Poland and any other jurisdictions in which the User accessing the Service resides.
5. By using the Service, the User undertakes to:
 - a) provide true, accurate, current and non-misleading information in all forms;
 - b) not disclose any illegal or false data;
 - c) not post on the Service or transmit or disseminate through it information that is or may potentially be harmful, vulgar, racist or in any way illegal or offensive;
 - d) not post on the Service or transmit or disseminate through it content that violates the rights of third parties, including intellectual property rights or personal rights.
6. A User who has received a login, password or other information as part of the Service procedures is obliged to treat them as confidential and not to disclose them to any third parties. TAILORCLOTH reserves the right to invalidate any login and password if it considers that they do not comply with these principles.

7. The contact point designated in § 1 sec. 3 a) of the Regulations is also used to consider complaints regarding illegal content. TAILORCLOTH accepts complaints at the above e-mail address and is authorized to suspend Users who regularly publish illegal content. TAILORCLOTH is prepared to cooperate with state authorities on the subject of illegal content.
8. The catalogue of content inconsistent with the Regulations includes, among others, content discriminating against specific social groups, content generally recognized as offensive and content violating the provisions of the Personal Data Protection Act. Publication of content inconsistent with the law or good customs is prohibited.
9. The designated contact point is also used to file appeals in the event of blocking or removal of User content. The appeals procedure complies with legal regulations and ensures fair and equitable consideration of appeals and is not done in an automated manner. TAILORCLOTH undertakes to cooperate with the relevant law enforcement authorities in the event of detection of illegal or infringing content.

§ 4. ELECTRONIC SERVICES ON THE WEBSITE

1. Through the Website, TAILORCLOTH provides Electronic Services to Users, including Partners, which do not require payment of a price, such as:
 - a) contact form,
 - b) Newsletter, presentation of advertising content, including marketing content.
2. For Partners who have created a Partner Account, TAILORCLOTH provides the following services:
 - a) maintaining the session after logging in to the Account,
 - b) storing and sharing order history via the Account,
 - c) enabling the change of data within the Partner Account,
 - d) enabling the deletion of the Partner Account.
3. In a situation where TAILORCLOTH requires the User to provide an e-mail address to use a specific Service, the User undertakes to provide a correct e-mail address, i.e. the one to which they receive electronic correspondence.
4. The User may consent to receiving commercial information electronically, including, for example, in the form of a Newsletter from TAILORCLOTH or entities associated with it to the e-mail address provided by the User, by checking the appropriate box next to the content of such a declaration. The User may withdraw the consent granted at any time in connection with the processing of his/her personal data without suffering any negative consequences. Details regarding the expression of the above consent and regarding the processing of personal data are described in the further content of the Regulations and in the annexes to the Regulations (i.e. (1) Privacy Policy and (2) Cookie Policy).
5. Terms of use of the Partner Account.
 - 5.1. The Agreement for the provision of Services is concluded upon receipt of the confirmation of registration of the Partner Account, sent by TAILORCLOTH to the e-mail address provided by the User. The Account is provided free of charge for an indefinite period.
 - 5.2. The Partner may, at any time and without giving a reason, delete the Account (resign from the Account) by sending an appropriate request to TAILORCLOTH (e.g. by using the means of communication described in the Regulations or by using the function in the Partner Account panel "delete Account").
6. TAILORCLOTH offers the Newsletter Service on the Website under the terms described below.
 - 6.1. Using the Newsletter Service consists in receiving by the Users registered for it, electronically, commercial information regarding the Goods and Services of TAILORCLOTH and/or its partners, including in particular information about their current offer, promotions, discounts and marketing campaigns (e-mail marketing).

- 6.2. Using the Newsletter service is possible after performing the following actions: (1) providing your e-mail address, in the field designated for this purpose on the Website or checking the appropriate checkbox in order to receive commercial information via the selected communication channel; (2) accepting the provisions of these Regulations (including additionally by clicking on the activation link sent to the e-mail address provided by the User - if such functionality has been made available) and confirming that they have read the Privacy Policy.
- 6.3. The Newsletter service is provided for an indefinite period. The User may, at any time and without giving a reason, unsubscribe from the Newsletter service (resign from the Service), by sending a request to TAILORCLOTH to discontinue the provision of the Newsletter Service (e.g. using the means of communication described in the Regulations or by clicking on the deactivation link contained in the first message sent to the provided e-mail address in connection with registration for the Newsletter Service.
- 6.4. TAILORCLOTH may terminate the agreement regarding the management of the Partner Account or the Newsletter service at any time with a 3-day notice period for important reasons, such as in particular: changes in the law regulating the provision of services by electronic means, changes in the method of providing Services due to technical or technological reasons, changes in the business activity model. The declaration within the scope specified above is sent to the User's e-mail address.
7. The User may submit complaints related to the provision of the Electronic Services described above in any form, and it is recommended to use the means of communication indicated in §1 section 3 of the Regulations. TAILORCLOTH will respond to the complaint immediately, no later than within 14 days from the date of its submission.

§ 5. ORDERS

1. The information presented on the Website constitutes only an invitation to conclude an agreement within the meaning of Article 71 of the Civil Code, addressed by TAILORCLOTH to Users, and not an offer in accordance with the provisions of the Civil Code.
2. Orders may be placed only by Partners and on terms separately established by these parties. A sales agreement is not concluded via the Website.
3. Information on possible ways of placing orders, delivery methods and methods of making payment are described in detail in the platform regulations: <https://www.rtw-tailor.com> and <https://www.mtm-tailor.com>.

§ 6. PERSONAL DATA PROTECTION

1. The principles of personal data protection are specified in detail in the attachment: "Privacy Policy" and the principles of using cookies are in the Cookies tab on the Website.
2. The processing of personal data of Users / Partners is carried out in accordance with the provisions of the GDPR and in accordance with the Act of 10 May 2018 on the protection of personal data.
3. Providing personal data by the User / Partner is voluntary, but is a condition for concluding an agreement for the provision of Services.

§ 7. INTELLECTUAL PROPERTY RIGHTS

1. The rights to the content of the Service, including proprietary copyrights, intellectual property rights to its name, Internet domain, as well as to forms, legal documents, logos, trademarks, text, graphics,

photos and other content posted on the Service belong to TAILORCLOTH, and they may be used only in the manner provided for by law and the Regulations.

2. It is prohibited to copy, duplicate, modify, reproduce or distribute any part of the Service without the prior written consent of TAILORCLOTH.
3. TAILORCLOTH may take steps, including legal proceedings, to protect its own interests and the interests of the Service Users.
4. The use of Service data for commercial purposes may take place after prior notification of this to TAILORCLOTH and obtaining written consent.

§ 8. FINAL PROVISIONS

1. Using the Service is tantamount to accepting these Regulations.

These Regulations in version 1.0 shall enter into force on 01.01.2025