



TERMS & CONDITIONS
for the "Maczfit" online service
The Rules and Regulations are valid till June 27th, 2018.

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Introduction

Online internet service: <https://www.maczfit.pl> (hereinafter called "Online Service") is run by Co. MILANOVO RESTAURANTS Limited Liability Company with registered offices in Warsaw, post-code 02-958, ul. Stanisława Kostki Potockiego 24G, entered in the Register of Entrepreneurs of the National Court Register under KRS number KRS 0000501667, (Tax Reg. No.) NIP 9512377853, (Statistical Reg. No.) REGON 147144966, tel.: +48 734 461 099, e-mail address: kontakt@maczfit.pl.

The Terms and Conditions of Service determine the types and scope of online services via Online Service, the conditions of entering and executing contracts, the rights and obligations of the Customer and Service provider, as well as the mode of withdrawal from the contract and the complaints procedure.

§1 Definitions

1. **The Online Service** – the online service available at: <https://www.maczfit.pl>.
2. **Service Provider** – Co. MILANOVO RESTAURANTS Spółka z ograniczoną odpowiedzialnością with registered offices in Warsaw, post-code 02-958, ul. Stanisława Kostki Potockiego

24G, entered in the Register of Entrepreneurs of the National Court Register under KRS number KRS 0000501667, (Tax Reg. No.) NIP 9512377853, (Statistical Reg. No.) REGON 147144966.

3. **Product** – a dietary programme with a total calorific value from 1000 kcal to 3000 kcal, delivered once only, daily or every other day, according to the order, as a combo consisting of 4 to 5 nutritionally balanced meals.
4. **Customer** – a natural or legal person, or an organisational entity, without legal status but legally capable of entering into a binding contract with a Service Provider.
5. **Consumer** – a natural person entering with the Service Provider into a legal relationship which is not directly related to his/her business or professional activities.
6. **Service** – electronic services provided by the Service Provider via Online Service.
7. **Contract** – an online agreement entered into, between the Customer and the Service Provider via Online Service, the subject of which is the ordering of a Product by the Customer.
8. **Customer's Account** – informational details about the Customer, including the Customer's address and ordering history in the IT system of the Service Provider.
9. **Subscription Period** – the time period during which the Service Provider delivers the Product to the Customer.
10. **Order Form** – a form available in the Online Service enabling an order to be placed.
11. **Registration Form** – a form available in the Online Service enabling the creation of Customer Accounts.
12. **Workday** – any day, from Monday to Friday, with the exception of official holidays.

§2 GENERAL PROVISIONS

1. The Service Provider undertakes to render services to the Customer further to the Terms and Conditions and in the scope determined in the Terms and Conditions of Service.
2. The Customer undertakes to use the Online Service according to the valid, legal regulations and principals of social co-existence.
3. Customers using the service of the Service Provider shall observe these Terms and Conditions of Service.
4. The Customer consents to the collection, storage and processing of personal data by the Provider of the service. Detailed conditions for the collection, processing and protection of personal data by the Service Provider are specified in the "Privacy Policy" of the Online Service.
5. All prices quoted on the website are in Polish zloty (PLN) and are prices gross, containing all the necessary components.

§3 SERVICES AND GENERAL TERMS OF SERVICE

The Service Provider renders the following services online via Online Service:

1. running the Customer's account in the Service,
2. enabling submission of orders for products via the Order Form.

The Services referred to in Paragraph 1 are provided free of charge. The agreement for the provision of services, referred to in Paragraph 1, Letter 'A' is concluded with the Customer for an indefinite period, at the time of his proper registration on the Online Service using the Registration Form. The agreement for the provision of services referred to in Paragraph 1 letter B, is concluded with the Customer for a definite period of time at the time of completing the Form and shall terminate upon completion of the Form or when the completed Form has been submitted to the Service Provider.

Technical requirements necessary to use the services provided by the Service Provider:

1. a device with access to the Internet,
2. a web browser that supports Cookies and Java Script,

3. access to electronic mail.

The Customer shall bear the cost associated with access to the Internet and data transmission in accordance with his/her Internet service delivery tariff.

§4 REGISTRATION ON THE ONLINE SERVICE

1. The Customer's account in the Online Service is the sole property of the Customer who has properly registered his/her account.
2. Registration is carried out by the correct completion of the Registration Form and by sending it to the Service Provider. During registration, the Customer gives the address of his/her electronic mail (e-mail) for contacts with the Service Provider and provides a password that allows access to the Customer's Account.
3. Activation of the Customer's Account takes place after the Customer has confirmed registration in accordance with the instructions in the Service Provider's message sent to the email address provided by the Customer during registration.
4. The customer may only have one Customer Account.
5. The customer is obliged to use his/her own Customer Account exclusively.
6. The customer is obliged to keep secret all details enabling access to his/her Customer Account and not to disclose any data, enabling access to his/her Customer account, to any third parties.
7. The Customer is obliged to use only accurate data only, in relation to himself/herself and if his/her personal data changes, he/she is required to update such data on the Online Service.

§5 PRODUCT PURCHASE

1. The Service Provider enables the Customer to place an order for the preparation and delivery of a Product during the subscription period according to such an order.
2. The Service Provider makes the following types of Products available:
 1. SLIM – 1000 kcal/1300 kcal/1500 kcal;
 2. WEGE – 1000 kcal/1300 kcal/1500 kcal/1800 kcal/2000 kcal;
 3. DIABETIC SPECJAL – 1000 kcal/1300 kcal/1500 kcal/1800 kcal/2000 kcal;
 4. NO GLUTEN&NO LACTOSE – 1000 kcal/1300 kcal/1500 kcal/1800 kcal/2000 kcal;
 5. NO GLUTEN – 1000 kcal/1300 kcal/1500 kcal/1800 kcal/2000 kcal;
 6. NO LACTOSE – 1000 kcal/1300 kcal/1500 kcal/1800 kcal/2000 kcal;
 7. NO MEAT – 1000 kcal/1300 kcal/1500 kcal/1800 kcal/2000 kcal;
 8. NO FISH – 1000 kcal/1300 kcal/1500 kcal/1800 kcal/2000 kcal;
 9. FIT – 1800 kcal/2000 kcal/2500 kcal;
 10. OFFICE BOX – 1000 kcal/1200 kcal/1600 kcal/2000 kcal;
 11. PETIT BOX – children's 5 meal combo;
 12. KIDS' BOX – 1100 kcal/1400 kcal (a range of meals for schoolchildren – morning snack, lunch, evening snack);
 13. FIGHTER – 2500kcal/3000 kcal/3500kcal/4000kcal
 14. CARE – 1000 kcal/1300 kcal/1500 kcal/1800 kcal/2000 kcal/2500 kcal;
 15. WEGAN – 1000 kcal/1300 kcal/1500 kcal/1800 kcal/2000 kcal.
 16. DETOX ME
3. A Menu for the above Products can be found on the Online Service, weekly in advance. The Service Provider reserves the right to change the Menu ad hoc when some raw materials are unavailable.
4. The Service Provider reserves the right to extend the Offer with new Products. Adding new products to the group described in Paragraph 2 does not constitute an amendment to the Terms and Conditions, referred to in §12 point 2.
5. The Service Provider takes orders:

by phone on +48-734 461 099 from Monday to Friday from 8.00 a.m. to 18.00 p.m. and on Saturdays from 8.00 a.m. to 12.00 a.m.

or via e-mail at: kontakt@maczfit.pl 7 days a week, 24 hours a day,

via the Order Form, available on the website, 7 days a week – 24 hours a day. Only those Customers with an active Customer Account can benefit from this method of contact.

6. To place an order, the customer should indicate the Product offered by the Service Provider, specifying the type of dietary programme, the calorific content of the meals included in the Product and the period for which the Product is to be delivered, that is, the Subscription Period. In addition to indicating the Product, the Customer should provide all data necessary for delivery, including personal data and the delivery address.
7. Upon receipt of the Order, the Service Provider will send the Customer an order acceptance – which is also an order confirmation – to his/her e-mail address specified when placing the order via e-mail. On receipt of a message by the Customer, the Agreement is concluded.
8. The message confirming the Order includes the fixed terms of the order and in particular, the amount and type of Product, the total price to be paid, including delivery charges, as well as information about the estimated time for the delivery of the Product.
9. The customer has the right to lodge a complaint as to the content of the order within 12 hours of receiving the message from the Service Provider. Should no complaint be lodged within the prescribed period, this will constitute acceptance of the terms of the Agreement.
10. The customer has the right to order up to three products in order to sample the range offered. Subsequent orders will be treated as an order for the product at the price prevailing and corresponding to the price of the Product in the shortest subscription period.

§6 DELIVERY TIME AND DELIVERY

1. Orders placed on a working day by 14.00 p.m. will be delivered from the second business day following the date of the Order. Orders placed on a working day after 14.00 p.m. will be delivered from the third business day following the date of the Order. Orders placed at weekends and on public holidays will be delivered from the third working day following the date of the order.
2. At weekends, catering is delivered for two days, that is, for the Saturday and the Sunday. It is possible to order catering for Saturday only; however, no deliveries are made on Sundays.
3. Deliveries are not made on Sundays or on public holidays. At Christmas, Easter and over long weekends, the Service Provider plans to supply products according to a system different to that offered as standard and will inform the Customer of any changes in advance.
4. The Service Provider reserves the right to withhold or refuse orders in the following cases:
 1. where the order has been submitted incorrectly, thereby making delivery impossible;
 2. where it has not been possible to agree with the Customer about the time and place of the delivery of the Product;
 3. lack of payment for the Product ordered;
 4. a serious breach of the provisions of these Terms and Conditions by the Customer.
5. The product is delivered by the Service Provider to the address specified by the Customer in his/her Order.
6. The product is delivered at the time agreed with the Customer in the morning but not later than by 10.00 am.
7. Product delivery charges in those cities listed on the Service Provider's website are included in the price of the Product and are specified in the „Price List” available in the Online Service. Delivery charges for Orders outside the cities specified above, shall be established individually with the Customer.
8. The Service Provider reserves the right to specify a new delivery date with the Customer when it is not possible to execute the Order within the initial period, due to reasons beyond the Service Provider's control and where removal of the same is not possible.
9. The Customer has the right to suspend delivery during the subscription period via the telephone or e-mail notification to the Service Provider. Information to suspend deliveries should be submitted 1 working day in advance, that is, by 11.00 a.m. The Subscription Period shall be extended by the number of days that the delivery has been suspended.

10. In addition to the standard information required when placing an Order, the Customer shall inform the Service Provider of any medical problems, including food allergies and other diseases or ailments that require certain products to be eliminated or restricted from the menu.
11. The cost of delivering our products in the cities listed on the Service Provider's website is included in the Price of the Product, as set forth in the Price List and as available on the Website, with the exclusion as described in the following sentence. Where the region specified by the Service Provider- and indicated on the map available at the address www.maczfit.pl/#jak-dzialamy, - has been divided by the Service Provider into zones, the delivery price is included in the delivery price of the Product within the First Zone Area; for deliveries to the Second Zone, the following wording shall apply: If a delivery order is placed for delivery outside the area where the product price includes the delivery price, the cost of that delivery will be arrived at and agreed individually with the customer.
12. Where an order remains uncollected by 14.00pm on the day before the delivery day, for any reason, or where the address details have been supplied incorrectly, the Order shall be considered, effectively, to have been served and in such a case, the Customer shall not be entitled to claim any refund for the Order, or part thereof, which was due on that day, nor shall he/she be permitted to make any other claims for the non-receipt of the Order.
13. In the event of force majeure, such as weather conditions, actions of the government and so forth, which would make deliveries difficult or impossible, the Service Provider is not liable for any failure to provide the catering and the Customer shall not be entitled to claim compensation or damages.
14. In the case of the cancellation of the Order, according to the current offer of the Service Provider, the Customer shall settle up for partly used diet meals according to the prices for individual days.
15. In the event of a change in diet, during the course of the Agreement, for a package of higher value, the Customer should transfer the additional payment required, by 14:00 p.m. on the day before delivery.

§7 PAYMENT METHODS

1. The Service Provider accepts the following methods of payment:
traditional bank transfer to the Service Provider's account in PKO Bank Polski, Account number: 43 1020 2746 0000 3102 0229 5178,
online transfer or payment via credit card through Przelewy24.
2. Payment for the product ordered shall be made in full within 3 days of the Confirmation of the Order. In the case of any failure to pay within the prescribed time limit, the Order will be cancelled.
3. The date of payment is considered as the date that payment is received in the Service Provider's account or that confirmation has been received, via electronic transfer, in the PDF format, of it having been sent. Confirmation should include the customer's data and the Order number.
4. In connection with §2 point 1 of the Ordinance of the Minister of Finance, dated 4th. November 2014 on exemptions from the obligation to keep records using cash registers, the Service Provider is exempt from issuing Customer receipts. At the Customer's request, after receiving the relevant data, the Service Provider will provide a VAT invoice.

§8 TERMINATION OF THE AGREEMENT FOR THE PROVISION OF ELECTRONIC SERVICES

1. In the case of contracts for the provision of electronic services that are continuous and indefinite, such as in the case of the service referred to in §3 point 1 letter A, the Customer is entitled to cancel the agreement.
2. Withdrawal from the agreement referred to in point 1 can take place at any time, by giving notice with immediate effect and without giving any reason. In order to terminate the Agreement, a statement to this effect shall be sent to the e-mail address of the Service Provider.

3. The Customer can submit the statement referred to in point 2, in accordance with the form described in Appendix 1 attached hereto.

§9 TERMINATION OF THE AGREEMENT FOR PRODUCT DELIVERY

The Service Provider informs that pursuant to Art. 38, point 4 and point 12 of the Act of 30th. May 2014, on the rights of the Consumer, the Customer who is a consumer, is not entitled to withdraw from the Agreement referred to in Article 27 of the above mentioned Act.

§10 COMPLAINTS

1. In the case of the non-performance, or of the improper performance of electronically supplied services by the Service Provider via the Online Service, the Customer is entitled to file a complaint via e-mail to: reklamacje@maczfit.pl. A properly filed Complaint should include the designation of the Customer and should include the name or company name, the residential address or the business address and an e-mail address; it should also detail the subject of the Complaint and should include photographic documentation, together with an indication of the time period covered by the Complaint and the circumstances justifying the submission of the Complaint. The Complaint should be made within 7 days from the date on which the service was not performed or was performed inadequately. Complaints must be addressed by the Service Provider within 14 calendar days of receiving such a Complaint.
2. Complaints relating to the implementation of the Agreement regarding the Product should be submitted within 24 hours of the occurrence of the event justifying the submission of the Complaint. Complaints regarding deliveries which have not been effected are an exception. In this case, complaints should be submitted by 12.00 a.m. on the day on which the delivery should have been made. Complaints should be addressed by the Service Provider within 7 calendar days of the date of receipt of the Complaint; this does not apply to complaints concerning deliveries which shall be considered immediately.
3. A complaint may be submitted on the form attached as Annexe 2 to the Terms and Conditions of Service.
4. Should the prescribed time limits for filing a Complaint, as referred to in point 1 – 2, be exceeded, the Complaint shall not be considered. The Service Provider shall promptly notify the Customer of the decision not to consider a Complaint.

§11 LIABILITY

1. The Service Provider shall not be responsible for the Customer entering data erroneously, in particular, when providing incorrect data in the forms available on the website or any Customer's activities obstructing or preventing the provision and delivery of services by the Service Provider.
2. The Service Provider reserves the right to suspend or terminate specific, Online Service functions because of the need for maintenance, overhaul or expansion of the technical base or software. Suspension or discontinuation of specific, Online Service functions may not violate the rights of the Customer.
3. The Service Provider reserves the right to block the Customer's Account in the event of a breach, by the Customer, of the provisions of these Terms and Conditions of Service, or the use of the Service in a manner inconsistent with its intended purpose or in violation of applicable laws. The Customer's Account may be blocked for a period of one month.
4. If after blocking the Customer's Account, the Customer continues to violate the provisions referred to in point 3, the Service Provider reserves the right to delete the Customer's Account.
5. The Service Provider shall notify the Customer of the adoption of such planned measures as are referred to in points 3 – 4 at least one day in advance and shall indicate the reasons for the blocking or the deletion of the Customer's Account.
6. The blocking or deletion of the Customer's Account shall neither interrupt nor suspend the Agreement vis-à-vis the Subscription Period.

§12 FINAL PROVISIONS

1. All content posted on the website of the Online Service, including graphics, text, page layout and logos, are the sole property of the Service Provider and as such, are protected by the relevant copyright. The use of such content without the written consent of the Service Provider shall be considered grounds for civil and criminal liability procedures at law.
2. The Service Provider reserves the right to change these Terms and Conditions of Service at any time. The Service Provider shall notify of any changes to these Terms and Conditions on the Online Service website, at least 7 calendar days before any such changes enter into force. Changes to the Terms and Conditions of Service shall not apply to Customers who may have placed orders during the term of the previous version of the Terms and Conditions of Service.
3. In any other issues not covered by the provisions of these Terms and Conditions, the relevant provisions of Polish law shall apply.
4. The customer, who is a consumer, has the right to use extra-judicial methods for the resolution of disputes and redress his/her claims through the mediation services or by arbitration in the courts. Regardless of the above, the Customer may request assistance of the city or district Ombudsman. All necessary information can be obtained on the website of the Office for the Protection of Competition and Consumers, at www.uokik.gov.pl.
5. Disputes arising from the provision of services under these Terms and Conditions of Service shall be settled by the common court at the option of the Customer in accordance with Polish law.
6. The Annexe to the Terms and Conditions of Service is an integral part hereof.
7. These Terms and Conditions of Service shall enter into force on 10.08.2016.

