

Terms & Conditions

Empathic Way Europe Online

<https://www.empathiceurope.com/online/>

Hi,

Below you can find Terms & Conditions, with information about the way of placing the order leading to the conclusion of the contract, details regarding the implementation of the contract, the forms of delivery and payment available in the store, the procedure for withdrawal from the contract, or the complaint procedure.

Registration data: Empathic Way Magdalena Malinowska, ul. Waszyngtona 38 /40m30, 03-910 Warsaw, Poland. VAT EU/NIP: PL5422766833, REGON: 363534068.

In case of any questions or doubts I am at your disposal at the e-mail address contact@empathiceurope.com.
Best regards

Empathic Way Europe

§ 1

Definitions

- 1) Customer – a natural person with full legal capacity or legal person,

- 2) Consumer – a natural person concluding an agreement with the Seller not directly related to its business or professional activity,

- 4) Terms and Conditions – this Terms and Conditions document is available at <https://empathiceurope.com/online/terms-and-conditions/>,
- 5) Store – an online store available at <https://empathiceurope.com/online/>,
- 6) Seller – Magdalena Malinowska, running a business under the name “Empathic Way Magdalena Malinowska”, ul. Waszyngtona 38 / 40m30, 03-910 Warsaw, NIP: 5422766833, REGON: 363534068.

§ 2

Preliminary provisions

1. Through the Store, the Seller provides the Customer with the option of concluding a contract for the sale of physical products available in the Store, contracts for delivery of digital content in the form of electronic products described on the Store’s websites and contracts for participation in workshops or contracts for individual training in accordance with information contained in the Store.
2. The Terms and Conditions define the terms and conditions of using the Store, as well as the rights and obligations of the Seller and the Customer.
3. To use the Store and electronic products purchased in the Store, it is not necessary to meet specific technical conditions by a computer or other device of the Customer. The following are sufficient:
 - access to the Internet,
 - standard operating system,
 - standard internet browser,
 - .pdf file browser,
 - having an active e-mail address.
4. To take part in the training sessions by ZOOM or Skype, the following technical conditions must be met by a computer or other device of the Customer:
 - access to the Internet,
 - standard operating system,
 - standard internet browser,
 - the device with camera and microphone,
 - the ZOOM or Skype application installed,
 - having an active account in the ZOOM/Skype application.
5. The Customer cannot buy anonymously or under a pseudonym.
6. It is prohibited to use the Store to provide unlawful content, in particular by sending such content via forms available in the Store.

7. All prices of products and services listed in the Store are gross prices.

§ 3

Services provided electronically

1. Through the Store, the Seller offers to the Customer Services provided electronically.
2. The basic service provided electronically to the Customer by the Seller is to enable the Customer to place an order in the Store leading to the conclusion of a contract with the Seller. Placing an order is possible without having an account in the store.
3. If the Customer decides to set up an account in the Store, the Seller also provides the Customer with an electronic service consisting of creating and maintaining an account in the Store. The account stores the Customer's data and the history of orders placed by him in the Store. The Customer logs into the Account using his e-mail address and the password he has defined.
4. Opening an account in the Shop is done by selecting the appropriate checkbox in the ordering process. The Customer may at any time delete the account by sending a relevant request to the Seller. Deleting an account will not delete the data about placed orders using the account.
5. If the Customer decides to subscribe to the newsletter, the Seller also provides the Customer with an electronic service consisting of sending to the Customer e-mails containing information about new products, promotions, products or services of the Seller. The subscription to the newsletter is done by completing and sending the subscription form to the newsletter or by marking the appropriate checkbox in the ordering process. The Customer may at any time opt out of receiving the newsletter by clicking the button for resignation visible in each message sent as part of the newsletter or by sending a relevant request to the Seller.
6. Services provided electronically to the Customer are free of charge. On the other hand, sales contracts, contracts for the supply of digital content and contracts for participation in workshops and contracts for individual training concluded via the Store are payable.
7. In order to ensure the Customer's safety and transfer of data in connection with the use of the Store, the Seller takes technical and organizational measures appropriate to the degree of security risk of the services provided, in particular measures to prevent the acquisition and modification of personal data by unauthorized persons.
8. The Seller takes steps to ensure that the Store functions properly. The Customer should inform the Seller about any irregularities or interruptions in the functioning of the Store.
9. Any complaints related to the functioning of the Store, the Customer may submit via e-mail to the email address contact@empathiceurope.com. In the complaint, the Customer should provide the name and surname, address for correspondence, as well as the type and date of occurrence of the irregularity related to the functioning of the Store. The seller will consider any complaints within 14 days of receipt of the complaint and will inform the customer about its settlement to the e-mail address of the complaining party.

§ 4

Copyright

Content available in the Store, electronic products such as e-books or on-line courses, physical products such as printed books, are under copyright protection, and their distribution without the consent of the authorized entity may result in civil or criminal liability.

§ 5

Order placement

1. The Customer can place an order as a registered customer or as a guest.
2. A registered customer is a Customer who has an account in the Store. The Customer can set up an account when placing an order.
3. If the Customer has an account in the store, before placing the order he should log in to it. Logging in is also possible when placing an order by clicking on the link available as part of the displayed message.
4. In order to place an order, the Customer is obliged to take the following steps:
 - choose a physical, electronic or service product that is the subject of the order (workshop, individual training) by clicking the "Add to basket" button,
 - go to the basket view,
 - enter the rebate coupon code if the Customer has one,
 - from the basket view, click on the "Proceed to checkout" button,
 - fill out the order form, providing the data necessary to perform the order by choosing the method of payment for the order and submitting the relevant content of the statement by checking the proper boxes, including accepting the Terms and Conditions (acceptance of the Terms and Conditions is voluntary, but necessary to place the order); if the Customer does not have an account in the Store, he may also decide to set up an account at this time,
 - click on the "Place order" button.
5. After clicking the "Place order" button, the Customer will be redirected to the payment gateway, according to the chosen payment method. After successful payment, the Customer will be redirected back to the Store's website confirming the order. From this moment the contract is considered to be concluded between the Customer and the Seller. Confirmation of the conclusion of the contract will be sent to the Customer at the e-mail address provided in the order form.
6. Depending on the subject of the order, a specific type of contract may be concluded between the Customer and the Seller:

- in case of physical products – a sales contract,
 - in case of electronic products – a contract for the supply of digital content,
 - for workshops and online trainings (group and individual) – contract for the provision of services.
7. If the object of the contract is simultaneously different types of products or services, placing an order leads to the conclusion of several contracts of a specific type corresponding to the subject of the order.
 8. The Customer must provide true personal data in the order form. The Customer is liable for providing false personal data. The Seller reserves the right to suspend the execution of the order in a situation where the Customer provided false data or if the data raises legitimate doubts of the Seller as to their correctness. In this case, the Customer will be informed by phone or e-mail about doubts of the Seller. In such a situation, the Customer has the right to explain all circumstances related to verifying the correctness of the given data. In the absence of data allowing the Seller to contact the Customer, the Seller will provide any explanations after the Customer has made contact.
 9. The Customer declares that all data provided by him in the order form are true, while the Seller is not obliged to verify its truthfulness and correctness, although he has such permission in accordance with paragraph. 9 above.

§ 6

Delivery and payment

1. Available methods of delivery of an order covering physical products are presented to the Customer at the stage of ordering. The cost of delivery shall be covered by the Customer, unless the Seller specifies differently in the Store.
2. The Customer has the following payment methods for the order:
 - Transfer to the Seller's bank account,
 - Online transfers through PayPal. The payment operation takes place between the Customer and the selected payment operator.

§ 7

Physical products

1. The implementation of an order covering physical products takes place by sending the purchased products to the address provided by the Customer.
2. The order delivery time should not exceed 5 working days, unless otherwise specified in the product description in the store.
3. The order is considered completed when the parcel is sent to the Customer.
4. The shipment should be delivered to the Customer within the time limit resulting from the chosen method of delivery.

§ 8

Electronic products

1. The implementation of an order covering electronic products takes place by sending to the e-mail address provided by the Customer in the order form a message containing instructions on downloading or gaining access to the purchased electronic product.
2. In the case of on-line courses, an account may be created for the Customer on the online platform, and the access data will be sent as part of the e-mail referred to in paragraph 1 above.
3. In case of on-line courses, access to the content of the course may be limited in time, according to the information included in the course description on the Store's website. In such a situation, after the indicated period of time, the Customer will lose access to the course.
4. In the case of on-line courses, the Customer is obliged to use the online platform in a manner consistent with the law, the Terms and Conditions and good practices, in particular:
 - use the platform in a way that does not interfere with the use of the platform by its other users, not infringing any rights, assets or interests of third parties, not adversely affecting the platform, especially through the use of malicious software,
 - not to share access data to the account on the platform to any third parties,
 - not to distribute the course or its individual parts without the prior consent of the Seller.
5. In case of using the online platform in a manner contrary to the provisions of paragraph 4 above, the Seller retains the right to block the Customer from accessing the course.

§ 9

Workshops

1. The realisation of the order for workshops is carried out by providing the Customer or the person indicated by the Customer in accordance with paragraph. 6 below, the possibility to participate in the workshop within the time chosen by the Customer when placing the order.
2. The workshop is carried out as described on the Store's website.
3. In order to take part in the workshop, the Customer is obliged to appear at the place where the workshop takes place (or at the ZOOM meeting if the workshop is online), on the date chosen by him during the purchase of the workshop.
4. Failure to participate in the workshop by the Customer, except for the situation in which the Customer who is a Consumer effectively renounced the contract or terminated the contract with agreement between both sides, does not entitle the Customer to return the amount paid to the Seller for participation in the workshop.
5. If the Customer decides to leave the long-term workshop consisting of several meetings anytime before the end of the course, he is obliged to pay the full participation fee.

6. If the Seller repeats workshop on several dates, the Customer may change the date on which he will participate in the workshop if he informs the Seller about it at least 5 days before the ordered workshop starts, if the Seller will be able to provide The Customer the opportunity to participate in the workshop at another time. Otherwise, changing the date is not possible, and failure to participate in the workshop causes the effects referred to in paragraph. 4 above.
7. By purchasing the place at the workshop, the Customer has the right to indicate the person who will take part in the workshop. In such a situation, the Customer is obliged to provide the participant's data within 3 days of concluding the contract. The Customer can change the training participant's data no later than 2 days before the workshop date.

§ 10

Individual training

1. The implementation of an individual training contract takes place by providing the Customer with the opportunity to take part in the individual training with the Seller (or other person indicated in the description) (live or on-line) for the period resulting from the order (the Customer may add a specific number of training hours to the basket).
2. After placing an individual training order, the Seller will contact the Customer in order to arrange the details of the training, in particular the time of the training.
3. The dates of individual trainings are determined jointly by the Seller and the Customer. If it is necessary to change the date of the training, it is possible, however the Seller should be informed at least 24 hours before the training and the purchased individual training hours must be used within 3 months from the conclusion of the contract.
4. Before individual training, it may be necessary to provide the Seller with additional information about which the Seller will write via e-mail.
5. The Customer's failure to use the purchased hours of individual trainings within 3 months from the conclusion of the contract, except for the situation where the Customer who is a consumer effectively renounced the contract or terminated the contract with the agreement between both sides, does not entitle the Customer to return the payment paid to the Seller for the purchased individual training.
6. The Customer's failure to take part in the individual trainings at agreed date and time without informing the Seller minimum 24 hours before the training starts, does not entitle the Customer to return the payment paid to the Seller for the purchased individual training.
7. Individual trainings are always carried out in the one-hour option. This means that the Customer can not share the purchased hour of individual training into more than one meeting with the Seller. If the individual training lasts less than an hour due to the circumstances on the part of the Customer, the unused time for individual training is lost.

§ 11

Cancelling workshops

1. If in case of training services offered in the form of workshops, not enough people are gathered, the workshop may be cancelled by Empathic Way.
2. In the event of cancellation of the workshop, the persons who purchased the service will be informed about it via email to the e-mail address provided during the order and Empathic Way will refund the fee within 14 days to the bank account indicated by the Consumer or transfer the fee to other workshop with the consent of the Customer.

§ 12

Consumer's withdrawal from the contract

1. A consumer who has concluded a distance contract with the Seller, has the right to withdraw from the contract without giving a reason within 14 days from taking possession of the purchased items (in the case of a sales contract) or within 14 days from the date of the contract (in the case of a contract for the delivery of digital content and contracts for the provision of services).
2. The right to withdraw from the contract is not valid in respect of contracts:
 - for the provision of services, if the Seller has fully provided the service with the full consent of the Consumer, who was informed before the service begins that after fulfilling the service by the Seller, he will lose the right to withdraw from the contract,
 - for delivery of digital content that is not recorded on a tangible medium, if the performance began with the Consumer's full consent before the deadline for withdrawal and after being informed by the Seller about the loss of the right to withdraw from the contract.
3. The moment of commencement of the service in the case of electronic products is delivery to the Customer of an e-mail with instructions on gaining access to an electronic product.
4. In order to withdraw from the contract, the Consumer must inform the Seller about his decision to withdraw from the contract by means of an unambiguous statement – for example, a letter sent by post, fax or e-mail.
5. The consumer may use the model withdrawal form available at <https://empathiceurope.com/online/withdrawal-from-agreement-form/>, however this is not obligatory.
6. In order to keep the deadline for withdrawing from the contract, it is enough for the Consumer to send information regarding the right of the consumer to withdraw from the contract before the deadline for withdrawal from the contract.
7. The consumer is obliged to return the product to the Seller or give it to the person authorized by the Seller immediately, but not later than 14 days from the date on which he withdrawn from the contract, unless the Seller suggested that he will pick up the item himself. To meet the deadline, it is enough to return the product before its expiry.

8. The consumer covers the direct cost of returning the product.
9. In the event of withdrawal from the contract, the Seller shall return to the Consumer all payments received from the Consumer, including the cheapest cost of delivering products available in the Store (if the cost was covered by the Consumer) immediately, and in any case not later than 14 days from the day on which the Seller was informed about the withdrawal from the contract. Returns will be made using the same payment methods that were used by the Consumer in the original transaction, unless the Consumer has explicitly agreed to another solution. In any case, the Consumer will not incur any fees due to the form of payment reimbursement.
10. If the Seller has not offered to collect the product from the Consumer himself, he may withhold the refund of payments received from the Consumer until he receives the product back or the Consumer provides proof of its return, depending on which event occurs first.
11. The consumer is liable for the decrease in the value of the product as a result of using the product in a way that goes beyond what is necessary to check the nature, characteristics and functioning of the product.

§ 13

Responsibility for defects

1. The Seller is obliged to provide the Customer with a product and digital content free from defects, as well as perform the service in a non-defective manner.
2. The Seller is liable to the Customer if the sold product or digital content has a physical or legal defect (warranty for defects) or if the service has been made defective.
3. If the Customer finds a defect of the product, digital content or the defectiveness of the service performed, he should inform the Seller about it, at the same time specifying his claim related to the defect found or by submitting a statement of appropriate content.
4. The Customer may use the complaint form, available at <https://empathiceurope.com/online/complaint-form/>, however this is not obligatory.
5. The Customer may file complaints both by traditional post (ul. Waszyngtona 38/40m30, 03-910 Warsaw, Poland), as well as by email (contact@empathiceurope.com).
6. The Seller will address the complaint submitted by the Customer within 14 days from the date of delivery of a complaint by the same means of communication with which the complaint was provided.

§ 14

Personal data and cookies

1. The Customer provides the Seller with personal data in connection with the conclusion of the contract, setting up an account, signing up for the newsletter or contacting the Seller.
2. The Administrator of the Customer's personal data is the Seller.
3. The Customer's personal data are processed in order to perform the contract concluded with the Seller via the Store.
4. If the Customer has decided to set up an account, his personal data is also processed in order to establish and maintain an account in the Store.
5. If the Customer has decided to subscribe to the newsletter, his personal data is also processed in order to send the newsletter.
6. If the Customer has contacted the Seller, his personal data are processed in order to exchange and archive correspondence.
7. The store uses cookies.
8. Details regarding the processing of personal data and the use of cookies are included in the Privacy Policy available at: <https://empathiceurope.com/online/privacy-policy/>.

§ 15

Out-of-court ways to handle complaints and redress

1. The Seller agrees to submit any disputes arising in connection with the concluded contracts through the mediation process. Details will be determined by the parties of the conflict.
2. The consumer has the opportunity to use extrajudicial methods of dealing with complaints and pursuing claims. Among other things, the Consumer has the option to:
 - apply to a permanent amicable consumer court with a motion to settle the dispute arising from the concluded contract,
 - ask the provincial inspector of the Trade Inspection to initiate mediation proceedings regarding the amicable settlement of the dispute between the Customer and the Seller,
 - use the help of municipal consumer rights advocate or social organization, whose statutory tasks include consumer protection.
3. For more detailed information on extrajudicial ways of dealing with complaints and redress, the Consumer can search on the website <http://polubownie.uokik.gov.pl>.
4. The consumer may also use the ODR platform, which is available at <http://ec.europa.eu/consumers/odr>. The platform serves the purpose of resolving disputes between consumers and businesses seeking an out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or a service contract.

§ 16

Final Provisions

1. The Seller reserves the right to enter and cancel offers, promotions and to change prices in the Store, without prejudice to the rights acquired by the Customer, including in particular the terms of contracts concluded before the change.

2. The Seller reserves the right to make changes to the Terms and Conditions. Contracts concluded prior to the amendment to the Terms and Conditions shall be governed by the Terms and Conditions in effect on the date of conclusion of the contract.
3. These Terms and Conditions shall apply from February 26, 2019.
4. All archival versions of the Terms and Conditions are available for download in .pdf format – links can be found below the Terms and Conditions.