

Terms of Use

DEFINITIONS	
Act	the Act on consumer rights of 30 May 2014
Agreement	a distance agreement within the meaning of the Act concluded between the User and Smart Kettlebell Sp. Z o.o which constitutes a Product sales agreement
Order	a declaration of intent of the User filed by means of functionalities of the Website, which upon making the Payment results in conclusion of the Agreement
Payment	payment by the User of the Price as prescribed on the Website
Price	the cost of purchase of a relevant Product along with any possible additional charges, including delivery costs and taxes, presented to a User on the Website prior to filing an Order
Privacy Policy	the document governing security of protecting and processing the personal data of Users; the Privacy Policy supplements these Terms of Use and is available here https://jetsnatch.com/wp-content/uploads/2022/02/Privacy-Policy_JS.pdf
Products	any products or services offered by Smart Kettlebell Sp. Z o.o on the Website with the properties, prices and features prescribed on the Website
Services	any services provided by Smart Kettlebell Sp. Z o.o for the User through the Website
Terms of Use	these terms of use which serve the information obligation against the User who is a consumer in a manner stated in Article 14.2 of the Act
User	a natural person with the capacity to perform acts in law using the Website upon the terms stated in the Terms of Use
Website	a website available at the URL address: jetsnatch.com, administered by Smart Kettlebell Sp. Z o.o

§ INTRODUCTION

1. The Terms of Use prescribes the general terms of use of the Website—an online store enabling the purchase of Smart Kettlebell Sp. Z o.o 's Products.
2. The Terms of Use are provided to each User on the website free of charge prior to conclusion of the Agreement, as well as—upon his/her request—in a manner which enables him/her to obtain, copy and record the content of the Terms of Use by means of a teleinformatic system used by the User.
3. The User may only use the Services upon becoming acquainted with and accepting the Terms of Use and the Privacy Policy. If the User fails to accept the Terms of Use or the Privacy Policy, he/she may not use the Services. In the case of a User who is not

a consumer, it is deemed that upon starting to use the Services, he/she accepted the Terms of Use and the Privacy Policy without reservations.

4. The Terms of Use is supplemented by the Privacy Policy, available here https://jetsnatch.com/wp-content/uploads/2022/02/Privacy-Policy_JS.pdf

§ GENERAL TERMS OF SERVICE

1. In order to use the Services and the functionalities of the Website, subject to clause 2.2 below, the User has to meet the following minimum technical requirements: (a) a device with the Internet access, (b) an active e-mail account;

2. Using the Website is free of charge, except for possible costs of data transmission resulting from agreements with telecommunication operators concluded by the User or filing an Order.

3. It is not allowed to provide unlawful content as part of the Services or the Website in a manner contrary to the provisions of the Terms of Use, applicable legal provisions, good practices and rules of social co-existence.

4. The Website and its elements, including design and content, are protected by copyright or other rights related to intellectual property. Such elements may not be reproduced, distributed or published, as a whole or in parts, by the User without consent of Smart Kettlebell Sp. Z o.o. In particular, the User is not allowed under the Terms of Use to reproduce, disseminate, lend, dispose of or otherwise redistribute the Website elements, directly or indirectly, whether against charge or free of charge, otherwise than through Smart Kettlebell Sp. Z o.o.

§ USERS

1. Subject to the provisions below, natural persons who have attained the age of 18 and enjoy full capacity to perform acts in law may be Users.

2. If the User is between the age of 16 and 18, he/she may use the Services in a scope in which he/she may assume rights and incur obligations in accordance with the legal provisions applicable to the User. If the legal provisions applicable to the User require that he/she may use the Services only upon his/her legal custodian's consent, upon conclusion of the Agreement, at the latest, such legal custodian must give his/her consent to such conclusion and the use of the Services by the minor User.

3. The legal custodian of the User between the age of 16 and 18 is obliged, upon each request of Smart Kettlebell Sp. Z o.o., to present the consent to conclude the Agreement and use the Services.

§ ORDER

1. The User may purchase Products by using the functionality "Place your order" available on the Website, providing data necessary for Smart Kettlebell Sp. Z o.o. to perform the Agreement.

2. Upon providing all necessary data, the User files the Order by selecting the button "Send"
3. Before filing the Order, the User should check the total Price for the Products.
4. Orders may be filed 24 hours a day on all days of the year.
5. Order are executed within the area of EEA (European Economic Area).

§ AGREEMENT

1. The Agreement is concluded when the Client makes the Payment.
2. Smart Kettlebell Sp. Z o.o. confirms to the User that the Agreement was concluded by sending him/her an appropriate e-mail.
3. In the e-mail Smart Kettlebell Sp. Z o.o. sends the User any information connected with the concluded Agreement as required by the law.
4. Smart Kettlebell Sp. Z o.o. may refuse to perform the Agreement in the following cases:
 - 1) data stated in the form are incorrect;
 - 2) the provisions of the Terms of Use were violated in the course of filing the Order.

§ DELIVERY

1. Product delivery consists in Smart Kettlebell Sp. Z o.o. 's sending, by means of a courier mail, the Products to the address stated by the User or by the Poczta Polska.
2. Product delivery is carried out within 14 days from the date on which the User filed the Order. Smart Kettlebell Sp. Z o.o. reserves that delivery may be executed with delay in the case of a Force Majeure event or malfunction of the systems of service providers which enable execution of the Order.

§ PAYMENTS

1. Payment for Products is executed by transfer to the bank account indicated in the order confirmation email.
2. The User is obliged to pay the price for Products immediately after receiving the order confirmation email.
3. By accepting the Terms of Use, the User agrees to receive e-invoices at the e-mail address stated in the Order.

§ WITHDRAWAL

1. The User has the right to withdraw from the sales contract concluded with Smart Kettlebell Sp. z o.o. without stating any reason and without incurring any costs (except for non-direct costs of returning the Product to the collection point) within a term of 14 days from the date of receipt of the Product.

2. The User exercising the right indicated in paragraph 1, may withdraw from the contract by making the appropriate statement.

3. If the User exercises the right to withdraw from the contract, the User shall bear the costs of returning the goods to the registered office of Smart Kettlebell Sp. z o.o., Życzliwa 33/2 Street, Wrocław; 53-030, Poland

4. Smart Kettlebell Sp. Z o.o. may withhold the refund of payments received from the customer until it receives the item back or the customer provides proof of its return.

5. In case of cancellation of the order, the cost of return shipping is paid by the User.

6. The User has the right to use the Product before withdrawal only as he would do in a stationary store.

5. Smart Kettlebell Sp. z o.o. returns to the User the payments made by him/her, using the same method of payment used by the User, unless the User has expressly agreed to another way of return that does not involve any costs.

6. If the User returns the Product excessively worn, damaged or destroyed, and the condition of the package at the time of delivery was not objectionable Smart Kettlebell Sp. z o.o. has the right to charge the User the amount of compensation for this.

7. The right to withdraw from the contract shall not apply in the case of services with characteristics specified by the User in the order placed by him or closely related to his person.

8. The User's statement of withdrawal from the contract, should be sent to Smart Kettlebell sp. z o.o., Ul. Życzliwa 33/2, Wrocław; 53-030, Poland. To preserve the deadline for withdrawal from the contract, it is sufficient to send a statement within this period.

§ WARRANTY

1. The User may file a complaint related to Products, in particular if they have physical defects which deteriorate their quality.

2. The User files a complaint by: i) sending a mail to the address of Smart Kettlebell Sp. Z o.o., ii) sending an e-mail to the address shop@jetsnatch.com

3. The complaint will be considered by Smart Kettlebell Sp. z o.o., within 14 days from the filing date. The User will be notified on the result of consideration by mail or e-mail.

4. In the case of Users who are not consumers, the warranty provisions do not apply.

5. In the case of Users who are consumers, Smart Kettlebell Sp. z o.o., is liable under warranty and in the case of a Product defect the User may file a declaration on requesting reduction of the price or withdrawal from the agreement, unless Smart Kettlebell Sp. z o.o., immediately

and without excessive inconvenience for the User replaces the Product with a one free from defects or removes the defect.

6. User's rights under warranty are exercised in the manner and on the terms prescribed in Article 558 et seq. of the Act—Civil Code.

§ CONTACT

1. In order to quickly contact Smart Kettlebell Sp. Z o.o., the User may: i) send an e-mail to hello@jetsnatch.com, ii) call the number +48 794172875

§ AMENDMENT TO THE TERMS OF USE

1. Smart Kettlebell Sp. Z o.o., may amend these Terms of Use due to material reasons, whether legal (change of generally applicable legal provisions related to the Smart Kettlebell Sp. Z o.o.'s activity or change of the Smart Kettlebell Sp. Z o.o.'s business form) or technical.

3. Any Orders filed prior to the effective date of an amendment to the Terms of Use are processed in accordance with the content of the Terms of Use as applicable at that date. Amendments to the Terms of Use may not infringe the acquired rights of Users.

§ FINAL PROVISIONS

1. The governing law for liabilities resulting from the Terms of Use is Polish law. Any agreements are concluded in the Polish language.

2. A consumer may take advantage of dispute resolution methods which are alternative to court proceedings (ADR), in particular through mediation, conciliation or arbitration (arbitration court). The list of institutions to which a consumer may refer for dispute settlement within the frames of ADR is available

here: http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/national-out-of-court-bodies/index_en.htm

3. A consumer may also take advantage of out-of-court means of considering complaints and seeking claims by submitting his/her complaint through the EU ODR online application available at: <http://ec.europa.eu/consumers/odr/>

4. If the User resigns from taking advantage from ADR or ODR, any disputes arising out of the Terms of Use or Rental agreements will be settled by a common court with the jurisdiction determined according to the rules as prescribed by a legal act applicable to the User being a consumer.

5. Any disputes arising between Smart Kettlebell Sp. Z o.o., and the User not being a consumer shall be referred to the court with the local jurisdiction over the registered office of Smart Kettlebell Sp. Z o.o.

These Terms of Use come into effect as of: 20.02.2023