



# Terms and conditions of the Online Store – www.maczfit.pl

The website available at <https://www.maczfit.pl> (hereinafter referred to as the “Website”) is operated by the company under the business name Maczfit Foods Sp. z o.o., ul. Iwonicka 37, 05-077 Warsaw, entered into the Register of Entrepreneurs of the National Court Register by the District Court of the Capital City of Warsaw, 13th Economic Division of the National Court Register under the number KRS 0000752666, Tax Identification Number (NIP) 9512471196, National Official Business Register number (REGON) 381565356, telephone: +48 734 461 099, electronic mail: [kontakt@maczfit.pl](mailto:kontakt@maczfit.pl).

These Terms and Conditions specify the types and scope of supplying the Services electronically via the Website, principles of concluding agreements through the Website, principles for the performance of these agreements, rights and obligations of the Customer and the Service Provider, and also the procedure of withdrawal from the agreement and the procedure of handling complaints.

## §1 Definitions

1. **Website** – a website available at <https://www.maczfit.pl>.
2. **Service Provider** – Maczfit Foods Sp. z o.o., ul. Iwonicka 37, 05-077 Warsaw, entered into the Register of Entrepreneurs of the National Court Register by the District Court of the Capital City of Warsaw, 13th Economic Division of the National Court Register under the number KRS 0000752666, Tax Identification Number (NIP) 9512471196, National Official Business Register number (REGON) 381565356.
3. **Product** – the service which involves the preparation and delivery of meals – dietary programs indicated in detail on the Website, performed by the Service Provider in accordance with the conditions specified in these Terms and Conditions and on the page of the Product.
4. **Customer** – a natural person with legal capacity, a natural person conducting business activity, a legal person or organisational unit not being a legal person, vested with legal capacity by specific provisions, which places the Order within the Website or uses other Services available in the Website.
5. **Consumer** – a natural person who engages with the Service Provider in a legal transaction not related directly with their business or professional activity.
6. **Entrepreneur** – the Customer who is an entrepreneur within the meaning of Article 43[1]) of the Civil Code.
7. **Service** – electronic services provided the Service Provider via the Website.
8. **Agreement** – an agreement concluded at a distance between the Customer and the Service Provider through the Website, the subject of which is the Customer’s placing an order for the Product or Goods.
9. **Customer’s Account** – a set of information about the Customer (including the address details of the Customer and the history of their orders) within the ICT system of the Service Provider.
10. **Subscription Period** – the period of time during which the Service Provider carries out the delivery of the Product for the Customer.
11. **Order** – the Customer’s declaration of will leading directly to the conclusion of the Agreement, specifying in

particular the type and quantity of the Services or Goods.

12. **Registration Form** – a form available on the Website which allows to create the customer's Account.

13. **Business Day**– one of the days from Monday to Friday excluding public holidays.

14. **Goods**– any goods presented on the Website which are not a Product within the meaning of these Terms and Conditions.

15. **Consumer Rights Act**– the Act of 30 May 2014 on the rights of consumers (Journal of Laws 2014, No. 827).

16. **Civil Code**– the Act of 23 April 1964 (Journal of Laws No. 16, Item 93, as amended)

17. **Terms and Conditions** – this document.

## **§2 General provisions**

1. The Service Provider undertakes to provide the Services for the benefit of the Customer within the scope and in accordance with the conditions specified in the Terms and Conditions.

2. The Service Provider may be contacted by:

1. email: kontakt@maczfit.pl

2. telephone: 734 461 099

3. These Terms and Conditions are permanently available on the website [www.maczfit.pl](http://www.maczfit.pl), which allows to acquire them, display and fix their content by printing it or saving to a data carrier at any time.

4. The Service Provider hereby informs that using electronically supplied Services may be connected with a risk for any Internet user which involves the possibility that malicious software may be introduced to the Customer's ICT system and that their data may be acquired and modified by unauthorised persons. In order to avoid the risk of such events the aforementioned Customer should apply appropriate technical measures which minimise their occurrence, in particular antivirus software and a firewall.

5. The Website may be used provided that the ICT system used by the Customer meets the following minimum technical requirements:

1. a computer or mobile device with access to the Internet,

2. access to electronic mail,

3. an web browser: Internet Explorer version 11 or later, Firefox version 28.0 or later, Chrome version 32 or later, Opera version 12.17 or later, Safari version 1.1. or later,

4. Cookies and Javascript enabled in the web browser.

6. The use of the Website means any operation of the Customer which leads to their becoming familiar with the content presented on the Website.

7. The Customer is obliged in particular:

1. not to provide and transfer any unlawful content,

2. to use the Website in a manner which will not disrupt its functioning, in particular by the use of specific software or hardware,

3. to use any content presented on the Website only for their own personal use,

4. to use the Website in a manner consistent with the provisions of the law applicable at the territory of the Republic of Poland, with the provisions of the Terms and Conditions, and also with the general rules for the use of the Internet.

## **§3 The Services and general conditions for the performance of the services**

1. Via the Website, the Service Provider allows to use the Services free of charge provided by the Service Provider 24 hours a day, 7 days a week.

2. The Service which involves maintaining an Account on the Website shall be available upon registration. Registration is made by filling and accepting the Registration Form. The Customer's Account is activated after the Customer confirms registration in accordance with the instructions provided in the message sent by the Service Provider to the electronic mail address specified by the Customer during the registration. The agreement for the provision of the service which involves maintaining the Account on the Website is concluded for an indefinite period and it is terminated when the Customer submits a request to remove their Account.

3. The Customer may have only one Account on the Website.

4. The Service Provider, via the Website, allows to make a purchase of any selected Product or Goods, which

will be carried out on Business Days, and its delivery within the time indicated in the Order.

5. The Customer may obtain commercial information from the Service Provider in the form of messages sent to the electronic mail address the Customer provided (the Newsletter service). For that purpose it is necessary to provide a correct electronic mail address or activate an appropriate field in the Registration Form or in the Order form. The Customer may withdraw their consent for sending commercial information at any time. The agreement for the provision of the Newsletter service is concluded for an indefinite period and terminates when the Customer submits a request to remove their email address from the Newsletter subscription or if they unsubscribe with the link included in the body of the message sent as part of the Newsletter Service.

6. The Customer may post on the Website their individual and subjective opinions relating, among others, to the Product or Goods or the transaction. By posting such opinions, the Customer declares that they have all the rights pertaining to such content, and in particular proprietary copyrights, related rights and industrial property rights. The agreement for the provision of the service which involves posting opinions about the Products or Goods on the Website is concluded for a definite period and terminates as soon as the opinion is added.

7. Opinions should be formulated in a clear and comprehensible manner, and in addition they may not infringe any applicable laws, including the rights of third parties – in particular they may not be defamatory, infringe personality rights or constitute an act of unfair competition. The posted opinions are published on the Website's pages.

8. By posting their opinions, the Customer agrees to the use of such an opinion and its publishing by the Service Provider, free of charge, and also to the compilations of the works within the meaning of the Act on copyright and related rights (Journal of Laws 1994 No. 24 Item 83).

9. The Service Provider has the right to organise occasional competitions and promotions, the terms of which will be provided on the Website's pages. Promotions on the Website do not combine, unless the Terms and Conditions for a specific promotion provide otherwise. In the case of selection of points in a loyalty scheme, the Customer may not use the 5% discount ("Table for two").

10. In the event of the Customer's breach of the provisions of these Terms and Conditions, the Service Provider, upon an ineffective request to discontinue or cure of the breach within an indicated reasonable period, may terminate the agreement for the provision of the Services upon 14-days' notice.

#### **§4 Purchase of the Product or Goods**

1. Information about the Products or Goods provided on the Website's pages, in particular their descriptions, technical and utility parameters and prices constitute an invitation to the conclusion of the Agreement within the meaning of Article 71 of the Civil Code.

2. The Service Provider allows the Customer to place an Order for the preparation and delivery of the Product for the subscription period in accordance with the Order.

3. To place the Order, an active email account is required.

4. The Service Provider enables ordering:

- by telephone at +48 734 461 099 Monday to Friday from 6:00 to 22:00, on Saturdays from 8:00 to 14:00 and on Sunday from 10:00 to 14:00,

- by electronic mail at kontakt@maczfit.pl 7 days a week, 24 hours a day,

- through the Order form available on the Website 7 days a week, 24 hours a day,

5. To place the Order, the Customer indicates the Product offered by the Service Provider on the Website, specifying the type of the dietary programme, the calorific value of the meals included in the Product and the time for which the Product will be delivered (the Subscription Period) or indicates the Goods offered by the Service Provider on the Website. In addition to the above data, the Customer also provides the details necessary for the execution of the Order, including personal details and the address for delivery.

6. In the case of the Order placed via the Order form available on the Website, the Order is placed with the Service Provider by the Customer electronically and constitutes an offer for the conclusion of the Agreement for the Products or Goods which are the subject of the Order. The offer submitted electronically is binding for the Customer if the Service Provider sends, to the electronic mail address provided by the Customer, a confirmation of acceptance of the Order, which constitutes the Service Provider's declaration of acceptance of the Customer's offer, and the Agreement is concluded as soon as the Customer receives it.

7. When selecting the Products to order, the Customer should choose those that do not affect their health conditions in respect of their diet, including food allergies and other diseases or conditions which require the

elimination or limitation of consumption of specific products.

8. For Orders placed by telephone or by an electronic mail, the Customer should:

1. specify, by telephone or in the text of the electronic mail addressed to the Service Provider, the name of the Product or Goods from among the Goods or Products on the Website, along with their quantity, and for the Subscription Period Product,
2. indicate the delivery method and payment method from the delivery methods and payment methods provided on the Website's page
3. provide the data required for the execution of the Order, and in particular: name and surname, place of residence and email address.

9. The information about the Order referred to in the section above is provided by the Service Provider in each individual case by electronic mail along with the information that the conclusion of the Agreement by the Customer entails an obligation to pay for the ordered Product or Goods. At that moment, the Agreement is concluded, and for the Customer being a Consumer, the Service Provider – in each individual case after the Order is placed by telephone or email – sends to the Customer a confirmation of the conditions of the submitted Order. The Agreement is concluded as soon as the Customer being a Consumer sends (in response to the confirmation of the Order conditions sent by the Service Provider) an electronic mail to the electronic mail address of the Service Provider, where the Customer: accepts the content of the sent Order and expresses consent for its execution, and also accepts the Terms and Conditions, whereas in the case of the Order which includes Goods they confirm that they are familiar with the notification on withdraw from the Agreement).

10. The Agreement is concluded in English and its content complies with the Terms and Conditions.

11. At the request of the Customer, along with the Product or Goods, the Service Provider delivers a VAT invoice for the supplied Products or Goods.

12. The Customer may Order a maximum of three Products a sample. Subsequent Orders will be treated as Orders placed for the Product at a regular price corresponding to the price of the Product in the shortest subscription period. In this case, the Service Provider will contact the Customer in order to confirm the Order for the Product at a regular price.

13. For the Order of a voucher (selection of the amount for the voucher, payment for the order), the Customer will receive a voucher code electronically. They may use it on the Website. After selecting the Product, the voucher code should be entered. Any unused amount remains at the Customer's account to use on subsequent Orders as long as the voucher is valid. Vouchers may not be converted to cash. Vouchers may not be used for the purchase of Goods.

14. The voucher code is sent electronically. The letter with the paper version of the voucher will be sent by registered priority mail within 7 Business Days, if the Customer selects this option.

#### **4a „Box to Box” service**

1. The Customer who orders the Product on the Website, has the option of compose his/her own Product by selecting individual meals from various diet programmes according to the information presented on the Website („Box to Box” Service). The condition for using the „Box to Box” Service is to compose the Product - a diet whose cost exceeds PLN 50.00 (say: fifty zloty) for one day of the diet ordered.

2. Products ordered as part of the „Box to Box” Service are not taken into account for other promotions, contests or rebate campaigns organized by the Seller, unless it has been specified otherwise in the terms and conditions of the promotion.

3. Unless otherwise stated, in the case of the „Box to Box” Service, the deadlines specified in these Regulations, including delivery, suspension or resumption of delivery dates, as well as change of address and changes in the ordered product, shall not apply. The Service Provider shall indicate to the Customer deadlines for the delivery on the Website each time, including resumed deliveries, deliveries to the changed address or deliveries of the changed Product.

## §5 Time of execution of the order and the delivery of the Product

1. Orders are processed in accordance with the dates specified in the Order calendar indicated and the dates available there, when placing the Order.
2. In the case of customers placing an order for a product with a delivery address located exclusively in the Warsaw area, or in the locations indicated in Annexe 3 to these Terms and Conditions, orders can be submitted between the hours of 15.00 to 18.00, if the selected Product is available. Orders referred to in the preceding sentence and submitted on working days, from Monday to Friday, will be processed on the following business day. The Service Provider will be happy to inform the Customer regarding the possibility of placing orders, referred to in the previous sentence, as well as about the availability of the Product selected; in order to obtain this information, please log into your Customer Account on our Website where the information required will be displayed. Such orders will be executed only when payment for the Order has been made by 18.00 on the same Business Day, that is, by transfer through a billing agent, co-operating with the Service Provider or by confirmation, by e-mail, to the Customer Service Office's e-mail address, on: kontakt@maczfit.pl., that payment has been sent. Orders referred to this point can be placed only by phoning: +48 734 461 099.
3. The Customer cannot change the delivery address after 1.00 p.m. (on Business Days) and until 11.00 a.m. on other days. In the event that the address is changed after the hours indicated in the previous sentence, the Service Provider shall deliver the Product to the changed address only on the following Business Day
4. On Saturdays and Sundays, the Product is delivered for two days. It is possible to order the Product for Saturday only. There are no deliveries on Sundays. In the case of non-working days in accordance with the applicable regulations (days other than Business Days) and other holidays clearly indicated by the Service Provider, deliveries may be executed in a different way than indicated in this point, about which the Service Provider will always inform customers.
5. The delivery is carried out by the Service Provider or companies acting on its behalf.
6. The plausibility of delivery to the address indicated by the Customer when placing the Order, is confirmed by the Service Provider during acceptance of the Order for execution. The Customer is always informed, when delivery to the address provided, is not possible.
7. The Service Provider informs the Customer about the time periods in which deliveries are possible on the Website pages with Product description. Delivery of the Product on the Working Day is from 2:00 to 10:00. The Customer has the option to choose the preferred time interval in which the delivery of the Product shall be made. The Customer, who has a Customer Account, also has the option to change the preferred time range provided by using the functionalities available under the Account, but this change will only be considered from the following Business Day.
8. The Product is delivered, as far as possible, within the time interval preferred by the Customer, but not later than by 10:00.
9. The costs of delivery of the Product at the area of the cities specified on the website of the Service Provider is included in the price of the Product specified in the "Price List" available on the Website's page, with the exclusion as described in the next sentence. If the region specified by the Service Provider and indicated on the map available at pl/#jak-dzialamy is divided by the Service Provider into zones, the cost of delivery is included in the price of the Product in the case of the delivery at the area within the Zone One, and for the deliveries to the locations in the Zone Two, the following sentence applies. For the Order with the delivery outside the area where the price of the Product is included, the costs of delivery will be agreed with the Customer individually.
10. The Service Provider may agree with the Customer on the new date for the execution of the Order, if the execution of the Order within the original time is not possible for the reasons which are not attributable to the Service Provider and which cannot be removed, about which the Customer will be notified immediately.
11. The Service Provider delivers the ordered Products to the address indicated in the Order and documents such a delivery with a photo.
12. If the Customer not being a Consumer fails to collect the delivered Product as a result of the absence of the person authorised to collect or any other circumstance/circumstances not notified by 13:00 on the day preceding the delivery or as a result of wrong address details for the delivery, the Product will be considered effectively delivered. In this case, the Customer not being a Consumer is not entitled to claim refund for the Product in its part which corresponds to a specific day or to lodge any other claims related to the fact that they did not receive the Product.
13. In the case of circumstances which are not attributable to and occurred through no fault of the Service

Provider (e.g., weather conditions, decisions of government services etc.), which hinder or prevent the delivery, the Service Provider is not liable for the failure to deliver the Products to the Customer not being a Consumer, and such a Customer is not entitled to lodge a complaint, to receive compensation or damages.

14. If the Customer resigns from the Order of the Product for the remaining Subscription Period, the Customer is entitled to the refund in respect of the unused Subscription Period calculated from the date of effective delivery of the Customer's resignation to the Service Provider.

15. In the event of a Product change during the Subscription Period to a Product with a higher value, the Customer is obliged to make an additional payment no later than 2:00 p.m. on the working day preceding the working day on which the delivery is to take place.

16. The Customer has the right to withhold the deliveries within the Subscription Period after a prior notification by telephone or by email to the Service Provider. The instruction to withhold the deliveries should be submitted one Business Day in advance, provided that it is submitted by 11:00. The Subscription Period will be extended by the number of days when the deliveries were withheld.

17. A Customer who has a Customer Account on the Website may also suspend the delivery referred to in paragraph 16 above and, observing the rules indicated therein, using the Account's functionality after logging in and following the messages displayed on the Website. The Customer may also use the functionalities available on the Website to resume the suspended delivery, but in the event of resumption of a delivery after 2:00 p.m. on Business Days, and after 11:00 a.m. on other days, the deliveries will resume on the Business Day following the resumption.

18. A Customer who has a Customer Account on the Website has the option to change the delivery address of the Ordered Products using functionalities available after logging in to his/her Account. This change can be made at any time, however, if the delivery address is changed on a Business Day after 2:00 p.m. or on other days after 11:00 a.m., the Order will be delivered to the new address from the day following the Business Day on which the change was introduced.

## **§6 Time of execution of the order and the delivery of the Goods**

1. Delivery of Goods is limited to the territory of Poland and locations indicated in the Online Service, available in the time of placing the Order, to the address indicated by the Customer when placing the Order.

2. The delivery is carried out by a carrier company. The delivery costs will be provided to the Customer in each individual case on the Website.

3. On the Website, the Service Provider informs the Customer about the charge for the delivery of the Goods and about the time of execution of the Order. For the order of the Goods along with the Product, the Goods will be delivered together with the Product.

## **§7 Payment methods**

1. The Products' or Goods' prices are provided in PLN and cover all the components, including the VAT, customs duties and other charges.

2. The Service Provider accepts the following payment methods:

1. a traditional transfer to the Service Provider's bank account indicated by the Service Provider at the acceptance of the Order for execution,

2. an electronic payment.

3. If the Service Provider does not receive the Customer's payment, the Service Provider may contact the Customer by email to remind them about the payment. Failure to make the payment within 3 days from placing the Order, and then within the additional 3 days, means that the Order placed by the Customer will not be accepted.

## **§8 Withdrawal from the Agreement for the electronically supplied services**

1. In the case of agreements for electronically supplied services which are continuous and for an indefinite period (e.g. the Account or Newsletter Services), the Customer has the right to withdraw from the agreement.

2. Withdrawal from the agreement referred to in section 1 may be made at any time and without giving any

reason. To this effect, a notice of withdrawal should be submitted with the Service Provider.

3. The notice referred to in section 2 may be submitted by the Customer on the form attached as appendix 1 to these Terms and Conditions.

## **§9 Withdrawal from the Selling Agreement for the Product or Goods**

1. The Service Provider informs that under Article 38(4) and (12) of the Act of 30 May 2014 on the rights of consumers, the Customer being a Consumer does not have the right to withdraw from the agreement referred to in Article 27 of that Act.

2. For the Order of the Goods, the provisions regarding the right to withdraw from the agreement indicated below apply.

3. The Customer being a Consumer may withdraw from the Agreement for convenience by submitting a relevant notice within 14 days. This period will be deemed to have been observed if the notice of withdrawal is sent before its lapse.

4. The Customer may formulate the notice by themselves or use the form of the notice of withdrawal attached as Appendix 2 to the Terms and Conditions.

5. The 14-days' period runs from the day then the Goods are delivered.

6. After receipt of the Consumer's notice of withdrawal from the Agreement, the Service Provider will send a confirmation of receipt of the notice of withdrawal from the Agreement to the User's email address.

7. In the case of withdrawal from the Agreement concluded at a distance, the Agreement will be deemed not concluded. What the parties provided is returned in an unaltered state, unless the alteration is necessary in order to determine the nature, features and functionality of the Goods. The Goods should be returned immediately, not later than within 14 days. The purchased Goods should be returned to the address of the Service Provider 05-532 Baniocha, Szymanów 9D Street

8. The Service Provider will immediately, but not later than within 14 days from the date of receipt of the Consumer's notice of withdrawal, return to the Consumer all their payments, including the cost of delivery of the Goods. The Service Provider refunds the payment with the same payment method as the Consumer used, unless the Consumer agrees to a different refund method, whereas such a refund will not entail any costs for the Consumer. The Service Provider may withhold the refund of the payments received from the Customer until they receive the relevant item back or until the Customer delivers the proof of its return, whichever occurs first, unless the Service Provider offered to collect the item from the Customer.

9. If the delivery method chosen by the Consumer is other than the cheapest regular method offered by the Service Provider, the Service Provider will not be obliged to refund the additional costs incurred by the Consumer.

10. The Consumer will only cover the direct cost of return of the Goods, unless the Service Provider agrees to cover such a cost.

## **§10 Statutory warranty for defects**

1. The Service Provider undertakes to deliver the Goods or Product free of defects.

2. The Service Provider is liable to the Customer being a Consumer, under the statutory warranty for defects in accordance with the principles specified in Article 556 – 576 of the Civil Code. For the Customers not being Consumers, the statutory warranty is excluded.

3. Any complaints arising from the breach of the rights of the Customer guaranteed by law should be addressed to the registered office of the Service Provider, i.e. Szymanów 9D, 05-532 Baniocha, or to the following email address: kontakt@maczfit.pl

4. For the purposes of consideration of the complaint, the Customer should send or deliver the Goods or Product subject to the complaint, along with the proof of purchase, if possible. The Goods or Product must be delivered or sent to the address indicated in section 3.

5. The Service Provider undertakes to consider each complaint within 14 days.

6. If any deficiencies are found in the complaint, the Service Provider will request the Customer to supplement it as necessary without delay, not later however than within 7 days from the date of receipt of the request by the Customer.

7. In the event of the Service Provider's non-performance or improper performance of the Services supplied electronically via the Website, the Customer has the right to lodge a complaint electronically to kontakt@maczfit.pl or in writing to the address: Szymanów 9D, 05-532 Baniocha.

8. In the complaint, the Customer should provide their name and surname, address for correspondence, type and description of the problem.

9. The Service Provider undertakes to consider each complaint related to the electronically supplied Services on the Website within 30 days, and if this is not possible, to inform the Customer within that period about the time when the complaint will be considered. If any deficiencies are found in the complaint, the Service Provider will request the Customer to supplement it as necessary within 7 days from the date of receipt of the request by the Customer.

## **§11 Extrajudicial means to settle complaints and pursue claims**

The Customer being a Consumer has, among others, the following possibilities to use extrajudicial means to settle complaints and pursue claims:

1. they have the right to submit a request with the amicable consumer court which operates at the Trade Inspection to settle a dispute arising from the concluded Agreement;
2. they have the right to submit a request with the Voivodeship Inspector of the Trade Inspection to initiate mediation procedure on the amicable settlement of the dispute between the Customer and the Service Provider;
3. they may obtain free assistance on the settlement of the dispute between the Customer and the Service Provider, using also the free assistance of the county (municipal) consumer ombudsman or social organisation whose statutory tasks include protection of Consumers (among others, Federacja Konsumentów, Stowarzyszenie Konsumentów Polskich). Federacja Konsumentów provides advice at the hotline number 800 007 707, whereas Stowarzyszenie Konsumentów Polskich may be reached at [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl);
4. they may submit their complaint via the EU web platform ODR, available at: <http://ec.europa.eu/consumers/odr/>.

## **§12 Final provisions**

1. The personal data provided by Customers are collected and processed by the Service Provider in accordance with the applicable provisions of law and in accordance with the Privacy Policy.
2. Any rights pertaining to the Website, including property copyright, intellectual property rights to its name, internet domain, website of the Website, and also to the forms, logotypes, belong to the Service Provider, and they may be used solely in the manner specified and compatible with the Terms and Conditions.
3. Any disputes arising between the Service Provider and the Customer being a Consumer will be referred for settlement by competent courts in accordance with the stipulations of the relevant provisions of the Code of Civil Procedure.
4. Any disputes arising between the Service Provider and the Customer being an Entrepreneur will be referred for settlement by a competent court of proper jurisdiction for the registered office of the Service Provider.
5. The matters not provided for in these Terms and Conditions are governed by the provisions of the Civil Code, the provisions of the Electronically Supplied Services Act, the provisions of the Consumer Rights Act and other relevant provisions of the Polish law.
6. Any changes to these Terms and Conditions will be notified to every Customer by publication of the information on the home page of the Website specifying the time of their entry into force. The Customer having an Account with an account will additionally receive a notification about the changes along with their list to the electronic mail address they have provided. The effective date for any changes shall not be less than 14 days from the date of their announcement. If the Customer who has a Customer Account does not accept the new text of the Terms and Conditions, he shall be obliged to notify the Service Provider about that fact within 14 days from the date of notification regarding the changes in the Terms and Conditions. Notification to the Service Provider about not accepting the new text of the Terms and Conditions results in the termination of the Agreement and deletion of the Account.