

## 4F MOBILE APPLICATION TERMS AND CONDITIONS

### DEFINITIONS

**1. Seller** - company operating under the company name OTCF S.A. having its registered address in Kraków (ul. Saska 25C, Kraków 30-720), registered by the District Court for Kraków - Śródmieście, XI Commercial Division of the National Court Register, under KRS number 0000555276, NIP tax identification number PL9451978451, REGON state statistical number 356630870, share capital of PLN 7,384,500 (fully paid up), 4F Online Shop Customer Service Office telephone number +48 12 351 06 78 (fees charged as per the operator's rates), e-mail address: support@4fstore.com.

**2. Mobile application** - 4F online shop available at <https://4fstore.com>, operated by the Seller being a sales platform, through which the Seller:

1. provides Shop functionality and services to Users;
2. solicits conclusion of distance contracts of sale of Goods;

enables Users to become acquainted with the Goods offered by the Shop. Through the Shop, the Seller makes available adequate system, ICT and technological tools to provide the foregoing services.

**3. Terms and Conditions** - these Terms and Conditions, setting out rules for the use of the Mobile application, in particular the rules for the conclusion of contracts of sale of the Goods offered by the Mobile application, the rules for performance thereof, and the rules of the complaint procedure.

**4. User** - a natural or a legal person, or an organisational unit without legal personality, who uses Mobile application functionalities.

**5. Client** - a User who has entered into contract of sale with the Seller.

**6. Consumer** - a User being a natural person and performing a legal action with the Seller that is not directly related to the business or professional activity thereof, in particular entering into a contract of sale through the Mobile application.

**7. User Account** - each User's individual panel activated therefor by the Seller (following User registration and conclusion of a contract for the provision of the User Account operation service), storing the data provided by the User upon User Account registration, with the establishment of a User Account not being required to use the Shop, including to view the Mobile application's offer and to place orders.

**8. Goods** - movables offered by the Mobile application that may constitute the subject matter of a contract of sale between the User and the Seller.

**9. Contract of Sale** - a contract of sale of Goods concluded between the User and the Seller through the Mobile application pursuant to the provisions of the Terms and Conditions.

**10. GDPR** - Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC

**11. Newsletter** - service made available by the Seller and consisting in the provision of commercial information, in particular with respect to the offered products and services in the form of electronic messages (e-mails), by electronic mail to the User specified e-mail address.

## **I. PRELIMINARY PROVISIONS**

1. The Seller uses technical and organisational measures appropriate to the degree of risk, including measures used to prevent acquisition and modification by unauthorised persons of data transmitted over the Internet, in order to ensure security of messages and data provided at the Mobile application . The Seller ensures security of the transmission of data provided at the Mobile application.

2. On the Mobile application, the Seller presents Goods belonging in particular to the following categories: women's sports clothing, men's sports clothing, clothing accessories (in particular: bandanas, caps, earmuffs, gloves, socks, scarves), luggage accessories, skiing accessories, travel accessories, beach accessories (in particular: flaps, towels, bathing suits, swimming trunks), underwear, wallets.

3. The Seller carries out the sale of the Goods through the Mobile application with the use of the Internet.

4. Upon the User's expression of will to be bound by a Contract of Sale (by means of placing an order) at the latest, the Seller shall provide the User, via the Mobile application, with information on the main features of the Goods; information on the Goods offered by the Seller, detailed descriptions thereof identifying the main features thereof is provided under each of the Goods displayed on the Mobile application.

5. The User shall use the Mobile application without disrupting its operation, in compliance with the law, provisions of the Terms and Conditions, morality and respect for the rights and personality rights of others. The User shall be prohibited to provide illegal content.

## **II. WAYS OF COMMUNICATION"**

1. The Seller enables the User to contact with the Seller in the following manners:

1. by sending a correspondence to the address: ul. Saska 25C, 30-720 Kraków,
2. by sending an e-mail to the e-mail address: [support@4fstore.com](mailto:support@4fstore.com),
3. at the following 4F Online Shop Customer Service Office telephone number: +48 12 351 06 78. The fee for one call shall be as per the operator's tariff.

2. The User may submit queries directed at the Seller directly via the Shop Website. To that end, the User shall select a contact form on the Shop Website, enter the required data enabling the Seller to provide answers in relevant fields of the query form, and select required fields.

3. With respect to the fulfilment of the order placed, including the need to specify the details of the order placed, the Seller may contact the User via electronic mail or phone, with the latter only possible if the User has provided a contact phone number.

4. The Seller shall provide a functionality consisting in notifying the User of availability of specific Goods offered by the Mobile application ; to receive the same, in the 'Product Availability Notification' window, the User shall:

1. enter the required data in relevant form fields, i.e. e-mail address;
2. select the check-box indicating confirmation of their having read and accepted the Terms and Conditions of the Shop;
3. click the 'Order notification' button.

### **III. FINAL AMOUNT TO BE PAID**

1. Prices of Goods on the Mobile application are stated in EUR, USD and GBP, and they are gross prices, i.e. they include taxes, including the tax on goods and services (VAT), but they exclude the Costs of Delivery of the Goods.

2. The Costs of Delivery of the Goods include, among others, fees for postal services, and they depend on the form of payment selected by the Client and the value of the Prices of Goods in the order placed.

3. The final amount to be paid for the order placed shall include the Price of the Goods and the Costs of Delivery of the Goods.

4. The User shall be notified of the final amount to be paid on the Mobile application when placing the Order, also directly prior to and upon order confirmation and placement. They are the total costs that the User shall pay, including applicable taxes. The final amount to be paid shall be indicated in the message confirming order receipt.

5. The final amount to be paid indicated in the manner provided for item 4 shall not change.

### **IV. USER ACCOUNT**

1. The Seller provides services enabling the User to create a User Account on the Mobile application Website. Through the User Account, the Seller enables the User to use additional Shop functionalities following a single registration and each log in (with the possibility to register or log in with the User's facebook account. If the User chooses the above way of logging in to his previously registered account in the Mobile application, Facebook/ Google account of a given User / Apple ID of a given User, in accordance with its user authentication procedure, will provide the Seller with the following data of the User, assigned to their Facebook account/

Google account / Apple ID account: first name, last name, email address and profile picture (only for Facebook account), solely for the purposes of User authentication. By using this form of logging in to the Shop, the User acknowledges that their personal data in the scope specified above will be transferred from Facebook to the Seller acting as a separate Personal Data Administrator, with the proviso that the Seller is entitled to use such data solely for the purposes of enabling the User to log in to their User Account in the Shop), with User Account registration and operation being free of charge.

2. User Account registration shall be voluntary, in particular in that the User may view the Mobile application offer and place orders without registering a User Account.

3. The Seller shall have the right to terminate the contract for the provision of the User Account operation service subject to a 14-day period of notice solely for important causes consisting in persistent violations by the User of the obligations in the event of a prior request from the Seller to the User to stop violations, establishing an additional 14-day period therefor, and the User's failure to do the same within the said period.

4. A statement of termination of the contract for the provision of the User Account operation service may be submitted by the Seller to the e-mail address provided by the User.

5. The User shall have the right to terminate the contract for the provision of the User Account operation service at any time, without notice, for any reason and at no cost, in particular by sending the Seller an e-mail to the following address: support@4fstore.com, requesting to delete the Account and indicating the electronic mail (e-mail) address registered with the Mobile application.

6. Expiry of the contract for the provision of the User Account operation service shall result in the blocking and deletion of the User Account, which shall not affect the rights of the User acquired prior to the expiry of the contract.

7. The Seller informs that within amendments to the contract for the provision of the User Account operation service provisions of Chapter XIII of Terms and Conditions shall apply.

8. Furthermore, in case of the amendment, that is referred in p. 7 above, the User may terminate the contract for the provision of the User Account operation service with immediate effect within 30 days from the day of the amendment or from the day the User is notified of the amendment, if the notification was given to the User later than the amendment itself.

#### **IVa. NEWSLETTER**

1. Within the framework of the Newsletter service, OTCF shall send information in the form of an-email, hereinafter referred to as the 'Newsletter', to the electronic mail (e-mail) address provided by the User. The Newsletter service shall be provided free of charge for an indefinite period of time.

2. The Newsletter shall contain information on the 4F brand product offer, new collections, current promotions, information on the opening of new Outlets, and other messages regarding the 4F brand and products offered thereby, including opinions, press releases, links to the 4F brand's friendly websites.

3. Each Newsletter shall contain:

1. information on OTCF S.A. having its registered address in Kraków as the sender of the Newsletter;
2. 'Topic' field completed, specifying the content of the Newsletter;
3. information on the manner of resignation from the Newsletter service or on a change of the electronic mail (e-mail) address of the User whereto the Newsletter is sent.

4. The use of the Newsletter service shall depend on the User having a computer or another multimedia device with access to the Internet, and on the User having an active electronic mail (e-mail) account.

5. The User may order the Newsletter service by performing the following registration steps at <https://4fstore.com>, in the 'NEWSLETTER' field:

1. entering the User's electronic mail (e-mail) address in the form made available on the website;
2. expressing consent to receiving Newsletters and selecting the check-box indicating confirmation that the User has read and accepted the Terms and Conditions of the Mobile application;
3. pressing (clicking) the 'Subscribe' button;
4. clicking the link confirming registration, provided in a sent electronic mail with 'Website Newsletter Subscription Confirmation' in the subject line.

6. Pressing (clicking) the link confirming registration shall add the User's electronic mail (e-mail) address to the e-mailing list. The User's electronic mail (e-mail) address shall be used to send Newsletters thereto.

7. Provision of the User's electronic mail (e-mail) address during registration shall be required to provide the Newsletter service.

8. The User may, at any time, for any reason and at no cost, change the previously specified electronic mail (e-mail) address whereto the Newsletter is sent, resigning from the previously provided Newsletter service by pressing (clicking) the 'Unsubscribe from the Newsletter' link provided in the footer of each Newsletter, and then re-order the Newsletter service by performing the registration steps described in detail in item 6 hereinabove, specifying the User's new electronic mail (e-mail) address in the form available at <https://4fstore.com>, in the 'NEWSLETTER' field.

9. The User may, at any time, for any reason and at no cost, resign from the Newsletter service, in particular by means of:

1. clicking the 'Unsubscribe from the Newsletter' link provided in the footer of each Newsletter,
2. unchecking the field 'I consent to receiving commercial correspondence in the form of a NEWSLETTER pursuant to the provisions of the Online Shop Terms and Conditions at the e-mail address specified by me. I have the right to withdraw my consent to data processing at any time, which shall not affect legality thereof preceding the withdrawal' within the User Panel, and then pressing (clicking) the 'Save changes' button,

3. sending OTCF a declaration of will to resign from the Newsletter service by means of electronic mail (e-mail) to support@4fstore.com

10. Within the framework of the Newsletter service provision, the User shall not provide or transfer illegal content.

#### **IVb. OTHER FORMS**

1. The Seller may also make other forms available to the User via the Mobile application, which may, in particular, be used by the User to recommend the Shop or goods offered in the Mobile application to other Internet users, as well as to take part in competitions and promotions organised by the Seller.

2. The contract for the provision of services by electronic means, related to the use of a specific form shall be concluded upon the use of that form by the User. The contract for the provision of electronic services shall be terminated automatically and immediately each time after the User uses the form. The Seller may introduce additional regulations specifying the rules of using specific forms, which shall be provided to the User for review and acceptance prior to the actual use of such a form.

#### **IVc. AVAILABILITY**

1. The Vendor shall use its best efforts to ensure the accessibility of the 4F Application in accordance with the requirements of Directive (EU) 2019/882 of the European Parliament and of the Council of 17 April 2019 on accessibility requirements for products and services, the provisions of generally applicable law and the Web Content Accessibility Guidelines (WCAG) 2.1. at level A and AA.
2. The 4F application has been designed and implemented using native solutions, which guarantees full integration with the functionalities of operating systems and maximum performance on iOS and Android platforms.
3. The 4F application automatically recognizes and adapts its operation to the individual accessibility settings configured in the operating system of the User's device, such as:
  - a. text enlargement,
  - b. high contrast,
  - c. screen reader support,
  - d. voice control,
  - e. and other support functions.
4. By using native solutions, the 4F Application integrates with the native accessibility mechanisms of the operating system to provide a consistent and barrier-free experience for persons with special needs using a variety of assistive technologies.
5. Users can use the accessibility features available on their device and the 4F application will support and respect these settings, guaranteeing a comfortable experience according to each user's preferences and needs.
6. The 4F application is updated and tested for compatibility with the latest versions of operating systems and accessibility support tools to ensure its smooth operation and compliance with current standards.

7. If the User encounters obstacles to the use of the 4F application by persons with special needs, the User may contact the Vendor or complain about the failure of the services offered by the Vendor to meet accessibility requirements:
  - a. by sending correspondence to the following address: ul. Saska 25C, 30-720 Kraków;
  - b. via email at: [support@4fstore.com](mailto:support@4fstore.com);
  - c. by telephone to the Customer Service of the 4F Internet Store (telephone number to the Customer Service of the 4F Internet Store: +48 12 351 06 78). The fee for one call according to the operator's tariff;
  - d. in person when visiting the Seller's stationary shops.
8. The Seller shall consider any request referred to in section 7 above within 14 working days. Irrespective of the time limits for considering the request, the complaint in order to be considered properly should include:
  - a. name and surname of the User;
  - b. a mailing address, e-mail address or telephone number, together with an indication of the preferred contact;
  - c. indicate exactly which service/functionality the complaint concerns;
  - d. an indication of the accessibility requirement that the service/functionality does not meet, together with a request to ensure that it is met.
9. In addition, each User has the right to lodge a complaint regarding accessibility to the President of the Management Board of PFRON, the minister responsible for information technology or other supervisory bodies in accordance with the Act of 26 April 2024 on ensuring that accessibility requirements for certain products and services are met by business entities (Journal of Laws 2024, item 731).

## **V. WAYS OF PLACING AN ORDER**

1. The User may purchase Goods offered by the Mobile application by placing an order directly on the Mobile application (voluntarily creating a User Account, or without creating the same), and completing the order procedure.
2. In order to place an order directly on the Mobile application, the User shall:
  1. complete the order by means of using the basket (clicking the 'Add to basket' button). The User shall select Goods according to the description and price thereof and add the same to the basket; if the Goods are offered in different sizes, they shall select the size,
  2. click the 'Proceed to checkout' button after moving to the 'Your basket' view and selecting the number of Goods,
  3. enter the required data in relevant fields of the order form, select delivery method and click the 'Proceed to Payment' button after moving to the 'Delivery' view,
  4. select payment method and, in every case, select the required check-boxes and indicate whether the User is placing the order as a VAT payer, and click the 'Order and Pay' button or any button containing a phrase equivalent to 'order with an obligation to pay' after

moving to the 'Summary and payment' button, which shall be interpreted as placement of an order with an obligation to pay.

3. Orders shall be fulfilled in the order of the placement thereof.

4. The User placing an order shall be interpreted as making the Seller a proposal to enter into a contract of sale of the Goods being the subject matter of the order.

## **VI. PROVISION OF A CONFIRMATION OF CONCLUSION OF A CONTRACT OF SALE OF THE GOODS**

1. Upon the User placing an order, the Seller shall send an electronic mail confirming order receipt and contract conclusion to the User specified electronic mail address.

2. A contract of sale of Goods between the User as a Client and the Seller shall be concluded upon receipt of the foregoing electronic mail by the former.

3. Material provisions of the contract of sale of the Goods shall be recorded, secured, made available and confirmed by means of sending of the foregoing electronic mail containing attachments in the form of these Terms and Conditions, instructions on the right of withdrawal, and a declaration of withdrawal form.

## **VII. PAYMENTS**

1. The Seller shall provide the following methods of payment for Goods:

- 1a) via the secure online payment platform, in which case the User shall pay for the purchased Goods in advance, prior to order fulfilment (the so-called prepayment).
- 1b) 4F Spot in the case of picking up at the "4F" brand collection point operated under the "4F SPOT" brand: upon receipt of the parcel, he is obliged to pay the entire amount of the Price of Goods and the Cost of Delivery of Goods to the appropriate entity operating such a pickup point - this method of payment applies only to delivery of the ordered Goods in the territory of the Republic of Poland.

2. Goods ordered from the Mobile application shall be delivered by courier companies.

3. The Seller shall commence fulfilment of the order placed immediately after sending a confirmation of the order placed by electronic mail and, in the event of selection of prepayment as the payment method, after the entire value of the Price of the Goods and the Costs of Delivery of the Goods has been credited to the Seller's bank account.

4. The time for fulfilment of the order placed shall be inclusive of the period wherein the Seller completes the Goods ordered and prepares the same for shipment.

5. The time for fulfilment of the order placed shall be 4 business days; it shall commence once the Seller commences to fulfil the same, and it shall end once the Seller forwards the parcel to the entity providing postal services and specified in item 2.

6. The time for fulfilment of the order placed shall be exclusive of the time of delivery of the Goods that covers the period from the parcel delivery to the entity providing postal services by the Seller to the moment of the parcel delivery to the Client by the said entity.

7. Detailed information on delivery of Goods, including the Costs of Delivery of Goods, has been provided in the 'Customer Service': 'Costs and time of delivery' block footer on the Mobile application.

8. A printed VAT Invoice attached to each shipment containing Goods shall constitute a proof of purchase.

## **VIII. THE RIGHT OF WITHDRAWAL**

1. A Consumer who has entered into a distance contract may withdraw therefrom within 14 days, for any reason and at no cost, save for the costs specified in the instructions on the right of withdrawal containing information on the manner of and time for exercising the right of withdrawal and the costs of returning articles to be paid by the Consumer in the event of withdrawal, constituting Annex 1 hereto.

2. Information on the exercise of the right to withdraw from the contract and the withdrawal form template are available at the following links:

1. [Information on exercising the right of withdrawal](#)
2. [Withdrawal form](#)

## **IX. COMPLAINT EXAMINATION PROCEDURE**

1. The Seller has the obligation to perform in conformity with the agreement.

2. The Seller shall be held liable towards the Client for any defects of Goods according to the terms specified in applicable regulations, in particular Article 556 et seq. of the Polish Civil Code. The Seller is liable to the Customer for non-conformity of the Goods or services with the agreement under the rules stipulated in the regulations:

- where the Customer is a Consumer, set out in particular in Article 43a et seq. of the Consumer Rights Act of 30 May 2014,
- where the Customer is neither a Consumer nor a natural person entering into an agreement 1.1 directly related to his/her business activity, when it is evident from the content of that agreement that it is not of a professional nature for that person, set out in particular in art. 556 et seq. of the Civil Code.

3. The Seller is liable to the Customer for the non-conformity of the digital content or digital service with the agreement in accordance with the rules stipulated in the legislation where the Customer is a Consumer, in particular Article 43k et seq. of the Consumer Rights Act of 30 May 2014.

4. In order to facilitate the same, the Seller:

1. recommends that the complaint in particular contain the following data: first name, last name, e-mail address, bank account number, address (street, house / apartment number, postal code, town / city (post office)), telephone number, form of compensation, order number, and information what Goods specifically are complained about, and for what reason,
2. informs the Client about the possibility of using the sample complaint procedure described on Mobile application, in the 'Customer Service': 'Complaints' block footer.

The Client shall not be obligated to use or observe the foregoing recommendations of the Seller and non-use thereof shall not have an impact on the effectiveness of complaints submitted irrespective of the recommended description of the complaint.

5. Complaints relating to services provided by the Seller electronically may in particular be submitted by sending an e-mail to support@4fstore.com

6. The Seller shall examine every complaint and express their opinion thereon by immediately providing a reply specifying the manner of handling the same, not later however than within 14 days of the date of complaint submission. The User shall be notified of the manner of handling the complaint in the manner provided for in the complaint notification.

7. In the event of any deficiencies in the submitted complaint, the Seller shall request the client to remedy the same in accordance with the Client's contact data indicated therein.

## **X. TECHNICAL REQUIREMENTS TO BE MET TO WORK WITH THE ICT SYSTEM USED BY THE SELLER**

1. To use the shop, inclusive of viewing the Mobile application offer, the User shall require an end device with Internet access and with Android or iOS system.
2. Moreover, in order to place orders, the User shall require an active e-mail account .

## **XI. PERSONAL DATA PROTECTION**

Detailed terms of the processing and protection of personal data, as well as cookies are regulated by the [Privacy Policy](#).

## **XII. EXTRAJUDICIAL METHODS FOR HANDLING COMPLAINTS AND BRINGING CLAIMS**

1. The consumer can use extrajudicial methods for handling complaints and bringing claims. The rules for access to these procedures are available at the premises or on the websites of entities authorised to carry out extrajudicial dispute resolution, such as, in particular, consumer

ombudsmen or the Voivodeship Inspectorates of the Trade Inspection, a list whereof is available on the website of the Office of Competition and Consumer Protection at <http://www.uokik.gov.pl/>.

2. The authorised entity having jurisdiction over the registered address of the Seller in the meaning of Article 31 (1) of the Act dated 23 September 2016 on extrajudicial consumer dispute resolution shall be (in accordance with the list made available on the website of the Office of Competition and Consumer Protection [https://uokik.gov.pl/rejestr\\_podmiot\\_uprawnionych.php](https://uokik.gov.pl/rejestr_podmiot_uprawnionych.php)) Trade Inspection - Małopolskie Voivodeship Trade Inspector in Cracow. The website address of the authorised entity is as follows: [www.krakow.wiih.gov.pl](http://www.krakow.wiih.gov.pl).

### **XIII. FINAL PROVISIONS**

1. The Terms and Conditions shall be made available on the Mobile application at <https://4fstore.com> in a form enabling obtainment, viewing and recording of the same with the User's ICT system.

2. Provisions hereof are not designed to restrict or exclude any Users' rights under the law. The Seller shall respect any and all Users' rights stipulated in applicable laws, in particular those stipulated in the provisions of the Act dated 23 April 1964 - the Polish Civil Code, and the Act dated 30 April 2014 on consumer rights.

3. The Seller stipulates the right to amend these Terms and Conditions for important reasons covering:

1. amendments to the law
2. 2. organisational reasons, in particular:
  - i) changes in the scope of activities carried out by the Seller, consisting in changes in the profile thereof, changes in the scope of the Goods offer, introduction of new services or functionalities (including those related to the conclusion and termination of contracts and agreements),
  - ii) changes in: contact data, name or legal form of the Seller,
  - iii) changes in the range of payment methods,
  - iv) changes in the methods of delivery of Goods,
  - v) other technical changes related to the functioning of the Mobile application.

4. Each User shall be informed of the content of the amendments to the Terms and Conditions by means of information made available on the Mobile Application.

5. A User having a User Account shall be notified of an amendment to the Terms and Conditions by means of sending information on the same to the electronic mail address thereof. A User using the Newsletter service shall be notified of an amendment to the Terms and Conditions by means of sending information on the same to the electronic mail address thereof.

6. Amendments hereto shall not enter into force with respect to a particular User earlier than following 7 calendar days of the date of their having been informed of the same in the proper manner.

7. In the event of an amendment hereto, contracts and agreements concluded prior to the date of entry into force of the same shall be performed pursuant to the Terms and Conditions in the wording applicable on the date of conclusion thereof.

8. The subject of this version of the Mobile application, the date of publication in the Mobile application is 24/06/2025.

## **ANNEXES TO THE 4F MOBILE APPLICATION TERMS AND CONDITIONS**

1. [Information on exercising the right of withdrawal](#)
2. [Withdrawal form](#)