

Terms and Conditions of Purchase

Online shop www.wellu.eu · Version of 08.10.2026

Translation of the Polish original

§ I

Introductory Provisions

1. In accordance with the requirements of the Polish Act on the Provision of Electronic Services of 18 July 2002 (Journal of Laws (Dz.U.) No. 144, item 1204, as amended) and the Polish Consumer Rights Act of 30 May 2014 (Journal of Laws of 2014, item 827, as amended) (the "Act"), the Company establishes the terms and conditions of sale of Products (hereinafter referred to as the **Terms and Conditions**) purchased via the internet domain www.wellu.eu. Sales in countries other than Poland are carried out in accordance with the applicable provisions of local and European law.
2. The owner of the internet domain www.wellu.eu ("**WellU**") is **WellU spółka z ograniczoną odpowiedzialnością**, with its registered office in Gdynia, ul. Podolska 21, 81-321 Gdynia, entered in the Register of Entrepreneurs (Rejestr Przedsiębiorców) maintained by the District Court in Gdańsk, 8th Commercial Division, under KRS number 0000354591, NIP (tax identification number) 586-225-16-36, REGON (statistical identification number) 220970076, with share capital of 221.250,00 PLN, e-mail address: help@wellu.eu, tel.: +48 58 668 12 93 (**the "Company"**).
3. The Seller of the Products presented in WellU, subject to section 4 below, is the Company.
4. Where the place of delivery of the Products is a State or territory listed in **Annex No. 1** to the Terms and Conditions, the Company entrusts the performance of the sale and delivery of the Products to **INNOBIO spółka z ograniczoną odpowiedzialnością**, with its registered office in Gdynia, ul. Długa 10, 81-622 Gdynia, entered in the Register of Entrepreneurs maintained by the District Court in Gdańsk, 8th Commercial Division, under KRS number 0000839186, NIP 5862356565, REGON 386257866, with share capital of 100.000,00 PLN ("**Innobio**"). In such a case, the party to the sales contract for the Products in WellU and the entity performing their delivery is Innobio. The provisions of these Terms and Conditions apply directly to such sales, unless the Terms and Conditions provide otherwise. In particular:
 - 1) WellU confirms orders performed by Innobio in accordance with § III section 3 of the Terms and Conditions,
 - 2) WellU is the entity authorised to accept and handle complaints also with respect to sales and deliveries performed by Innobio in accordance with § V below,
 - 3) WellU is the entity authorised to conduct all communications with Users regarding orders for Products performed by Innobio. In matters concerning such orders, Users should contact WellU using the contact details provided in the Terms and Conditions and on the pages of the WellU website.
5. A User is any entity using the WellU.eu website or purchasing Products via the WellU website (**the "User"**).
6. The entity exercising technical supervision over WellU is the Company.

§ II

Products Offered

1. The Company enables the purchase of goods via the WellU website using the Internet.
2. The Company enables the purchase of goods via the website at www.wellu.eu, whereby only goods indicated therein as available goods may be purchased via that website (**the "Products"**).

3. All information concerning the products, including in particular catalogues, leaflets, brochures, visualisations, photographs, descriptions, other informational or advertising materials, as well as information contained on the website of the WellU Shop, does not constitute an offer within the meaning of the law, but is solely an invitation to enter into negotiations.
4. All copyrights to the elements described in section 3 above are vested in the Company or in entities in relation to which the Company holds the right to use them on separate terms. Copying the elements described in section 3 above or using them in a manner not expressly provided for in these terms and conditions is prohibited and entails both liability for damages, including in particular the obligation to surrender any benefits obtained in connection with the unlawful use of the elements described in section 3 above, and criminal liability under the relevant provisions.

§ III

Conditions for the Conclusion and Termination of the Contract for the Purchase of a Product

1. Contracts for the purchase of a Product are concluded and terminated via WellU, subject to section 3 below. As a result of the purchase of Products by the Business Partners described in section 13 below, those entities additionally receive a commission from the counterparty cooperating with the Company, also specified in section 13 below.
2. Ordering a Product requires the User to provide:
 - a. first name and surname
 - b. address (street, city, postcode)
 - c. e-mail address
 - d. NIP (optional)
 - e. Contact telephone number
 - f. The ID number of the entity referring the User, i.e. the Company's trading partner.
3. The contract is concluded, provided that the data specified in section 2 above have been provided, after confirmation that these Terms and Conditions have been read and accepted, at the moment WellU confirms the performance of the order for the purchase of a Product in WellU on the terms described in section 4 below. In order to speed up the use of WellU, the User may create an individual account in the WellU system in which their data referred to in section 2 above will be stored. In order to use this facility, the User should register their individual account. The provisions concerning the provision of the service of creating and maintaining an individual User account are set out in § III¹ below.
4. The date on which the User places a complete order shall be deemed to be the date on which all of the following conditions are jointly satisfied:
 - a. Orders with the "cash on delivery" or "cash" payment option (the latter not available where the order is performed by Innobio):
 - i. Placing the order, understood as selecting a product in WellU;
 - ii. Sending by the Company of a confirmation of acceptance of the order in the form of an e-mail message to the address provided by the User.
 - b. Other orders:
 - i. Placing the order, understood as selecting a product in WellU,
 - ii. Sending by the Company of a confirmation of acceptance of the order in the form of an e-mail message to the address provided by the User,

- iii. Payment for the order, subject to sub-point iv, is understood as: 1) the funds being credited to the Company's account, or 2) sending an irrevocable bank confirmation of the transfer to the Company's account, or 3) receipt by the Company of confirmation of the successful completion of the transaction in the case of Electronic Transaction Systems.
 - iv. Where the sale is performed by Innobio, payment for the order is understood solely as receipt by Innobio of confirmation of the successful completion of the transaction in the case of Electronic Transaction Systems. No other forms of payment are provided for in the case of sales performed by Innobio.
- 5. Orders referred to in section 4b. above that remain unpaid after (7) seven days, counted from the day following the day of placing the order, understood as selecting a product, will be automatically cancelled. An order shall be deemed paid if the price for the product or products has been credited in full to the account of the Company or Innobio (depending on the entity performing the sale) in accordance with section 4 above and section 6 below.
- 6. An order placed by the user should be paid in accordance with the e-mail message received confirming its acceptance, in which the Company specifies the total amount payable, the currency and the method of payment. In the event of payment of an incomplete amount or to an incorrect account, any shortfall shall be borne by the Customer and must be settled in order for the order to be performed. In the event of an overpayment in favour of the Customer, the Company or Innobio (depending on the entity performing the sale) undertakes to refund the overpayment without delay, but no later than within 7 days.
- 7. A VAT invoice will be issued in accordance with the law, once the data have been provided in accordance with section 8 of these terms and conditions, by the Company or Innobio (depending on the entity performing the sale).
- 8. The User shall, at the latest at the stage of placing the Order, indicate whether they are making the purchase as a consumer or as a business entity. In the case of a purchase as a business entity, the User shall at the same time provide the data necessary to issue a VAT invoice. Failure to indicate that the purchase is being made as a business entity, or failure to provide the VAT invoice data when placing the Order, means that the purchase is made as a consumer, and subsequent issue of an invoice to a business entity or a change of the buyer's data will not be possible.
- 9. The Product ordered by the User will be dispatched by the Company or Innobio (depending on the entity performing the sale) to the address indicated by the User without delay, but no later than within 7 business days from the date of receipt of the amount constituting the value of the purchased Product in accordance with sections 4 and 6 above, unless a different dispatch time is indicated in the Product description.
- 10. The VAT invoice is made available to the User for download after logging in to their individual account in the WellU system and, if it was issued using the Polish National e-Invoicing System (Krajowy System e-Faktur, KSeF), also in KSeF, in accordance with applicable law. At the express request of the User made when placing the Order, the VAT invoice is also delivered in paper form together with the ordered Product, provided that applicable law permits such form of delivery of the invoice.
- 11. Orders referred to in section 4a. above that are not collected for reasons attributable to the User will be cancelled. In such a case, the Company is entitled to block the User concerned from purchasing Products with "cash on delivery" payment.
- 12. Orders with the "cash on delivery" payment option which are not collected by the User for reasons attributable to the User and are returned to the Company are subject to automatic cancellation upon their return to the Company. Re-dispatch of such an Order is not possible; the User may place a new Order in accordance with the current terms applicable in the WellU Shop.
- 13. Users who are also Business Partners of WellU Swiss Group GmbH on the terms described in the separate Cooperation Terms and Conditions (the "Business Partner"), when concluding a contract for the

purchase of a Product, declare that they conclude this contract within the scope of their business or professional activity and in a manner strictly related to that activity, and that the contract is of a professional nature for them, arising in particular from the subject matter of their business activity; consequently, Business Partners concluding a contract for the purchase of Products are not consumers within the meaning of the Polish Civil Code (Kodeks cywilny), nor persons referred to in Article 7aa of the Polish Consumer Rights Act of 30 May 2014. The provisions of these Terms and Conditions relating to consumers do not apply to Business Partners.

Users who are Business Partners are entitled to pay for purchased Products by setting off the price of a given Product (given Products) against their receivables in respect of the commission payable to them by WellU Swiss Group GmbH, by means of a special functionality of the Shop website (provided that such functionality is active). In such a case, payment for the order referred to in § III section 4 point b sub-point iii. above shall be understood as the recording of such method of payment in the Shop system. Such method of payment is possible only if the amount of the receivable in respect of the payment of the aforementioned commission is sufficient to cover the price of the Products selected for this type of payment.

The right to set off the price of a given Product (Products) described in this point 13 does not apply to sales performed by Innobio.

14. In the process of performing orders for Users who are Business Partners of the entity specified in section 13, the Company, in order to enable the settlement of orders placed by those Business Partners, transfers their data specified in § VII to the entity specified in section 13 above.
15. Users are obliged to provide, during registration and subsequently, only data that actually relate to them, in particular contact details at which they are currently available.
16. Users who have purchased Products may post reviews of the products in the designated place in the WellU Shop. Reviews of Products are verified as to whether they originate from persons who have purchased the given Product. The Company does not verify whether those persons purchased the product as a consumer or whether they used it.
17. The Discount Programme and its rules are set out in **Annex No. 2** to these Terms and Conditions.

§ III¹

Registration of a User Account

1. Users may create an individual User account in the WellU Shop by registering in the WellU Shop. However, registering and creating an account in the WellU Shop is not a condition for placing orders in the WellU Shop or concluding Sales Contracts.
2. Registration takes place by completing and accepting the registration form made available on the pages of the WellU Shop, in which the User must provide the following data: first name and surname, address (street, house number, town/city with postcode), e-mail address, contact telephone number and Password.
3. The condition for registration is consent to the content of the Terms and Conditions and the provision of the data marked as mandatory.
4. The contract for the use of a WellU Shop account with a registered User is free of charge and is concluded by registering the User account. The contract for the use of a WellU Shop account is concluded with the registered User for an indefinite period, but no longer than until the date of deregistration of the User account, and either party may terminate it with fourteen days' notice. The contract is always terminated upon deregistration of the User account on the WellU Shop website. The User may then, on separate terms, modify their status in the WellU Shop by means of additional, paid options which offer modifications of the offer for the given User to the extent notified to the User on each occasion.

5. A registered User may at any time terminate the Contract for the use of a WellU Shop account by deregistering the User account or by giving notice of termination of the contract for the use of the account. Notwithstanding the above, a registered User, in particular a User who is a consumer within the meaning of the Polish Civil Code, has the right to withdraw from the contract for the use of the account within 14 days from the date of its conclusion, without incurring any costs in this respect. Withdrawal may be made in any manner, including by using the form constituting Annex No. 2 to the Polish Consumer Rights Act of 30 May 2014 (Journal of Laws of 24.06.2014, item 827, as amended) or by e-mail to info@wellu.eu.
6. The Company may deprive the User of the right to use the WellU Shop via their individual account, and may also restrict their access to part or all of the resources of the WellU Shop with immediate effect in the event of a breach of the Terms and Conditions by the User, and in particular where the User:
 - a. provided, during registration in the WellU Shop, data that are untrue, inaccurate, out of date or misleading, or that infringe the rights of third parties,
 - b. infringed, via the WellU Shop, the personal rights (dobra osobiste) of third parties, in particular the personal rights of other Users of the WellU Shop ,
 - c. engaged in other conduct contrary to applicable law, good practice (dobre obyczaje) or the principles of community life (zasady współżycia społecznego), or detrimental to the good name of the Company, its employees, associates or counterparties.
7. A person who has been deprived of the right to use the account may not re-register without the prior consent of the Company.
8. When using the WellU Shop via their account, the User is obliged in particular to:
 - a. not supply or transmit content prohibited by law,
 - b. refrain from activities such as sending or posting unsolicited commercial information within the WellU Shop,
 - c. use the WellU Shop in a manner that does not disrupt its functioning,
 - d. use any content posted within the WellU Shop solely for their own personal use,
 - e. use the WellU Shop in accordance with the provisions of the Terms and Conditions and the laws in force in the territory of the Republic of Poland and of the User's State (of residence or registered office).

§ IV

Return of Purchased Products

1. The User, in particular a User who is a consumer within the meaning of the Polish Civil Code purchasing a Product, has the right to withdraw from the contract without giving reasons and to return the purchased goods within 14 days from the date of receipt of the parcel containing the Product, subject to section 8 below. To meet the deadline, it is sufficient to send the statement before it expires.
2. The User is obliged to return the Product without delay, but no later than 14 days from the date on which they withdrew from the contract. To meet the deadline, it is sufficient to post the parcel containing the Product at the post office or hand it over to a courier before the deadline expires.
3. The Company encourages the use of the prepared withdrawal form constituting **Annex No. 3A** or **Annex No. 3B** (depending on the entity performing the sale) to these Terms and Conditions and available at: <https://wellu.eu/news/downloads.html>. The User may withdraw from the contract in a form other than the form referred to in the preceding sentence. However, using the form is advisable and will facilitate the withdrawal process.

4. The payment due by way of refund will be sent without delay, no later than within 14 days from the date of receipt of the statement of withdrawal from the contract, whereby the Company or Innobio (depending on the entity performing the sale) may withhold the refund of payments received from the User until the Product has been received back or the User has supplied proof of having sent it back, whichever occurs first.
5. The refund referred to in section 4 above is made using the same method of payment as used by the User, unless the User has expressly agreed to a different method of refund which does not involve any costs for them, in particular by providing a bank account number, including by means of the withdrawal form.
6. If the User has chosen a method of delivery other than the cheapest standard method of delivery offered by the Company, the Company is not obliged to reimburse the User for the additional costs incurred by them.
7. The User is obliged to return the Product being returned to the Company or Innobio (depending on the entity performing the sale) or to hand it over to a person authorised by the Company or Innobio (depending on the entity performing the sale) to collect it, without delay, but no later than 14 days from the date on which they withdrew from the contract. To meet the deadline, it is sufficient to send the item back before that deadline expires.
8. Products offered as sets constitute an integral commercial whole and an indivisible subject of sale; therefore, the right to withdraw from the contract within the meaning of this paragraph is available to the consumer only in respect of the entire set of Products. In the event of withdrawal from the contract in the manner described in this paragraph, the User is obliged to return the complete set constituting the subject of the sales contract. Return of an incomplete set or of only individual elements thereof will result in the consumer being charged the cost of the elements of the set that have not been returned.
9. The User is liable for any diminished value of the item resulting from its use beyond what is necessary to establish the nature, characteristics and functioning of the item.
10. When concluding a contract for the purchase of a service which is not digital content and whose performance date falls within the period before the expiry of 14 days from the date of conclusion of such contract, the User requests the commencement and performance of the purchased service before the expiry of the withdrawal period specified in section 1 above and acknowledges the information on the loss of the right of withdrawal from the contract upon its full performance by the Company or Innobio (depending on the entity performing the sale). Consequently:
 - a. once the Company or Innobio (depending on the entity performing the sale) has performed, the User loses the right to withdraw from the service contract from the moment the service has been fully performed, and
 - b. the User is obliged to pay for the performance rendered up to the moment of withdrawal from the service contract.
11. When concluding a contract for the purchase of a service constituting digital content, the User consents to the commencement of performance in the form of the supply of the service constituting digital content not stored on a tangible medium before the expiry of the time limit for withdrawal from the contract and declares that they have acknowledged that, once performance has been rendered by the Website Owner, they will lose the right to withdraw from the contract.
12. Where the User has withdrawn from the contract for the purchase of a product and a VAT invoice has been issued, a corrective invoice will be issued.
13. The right of withdrawal does not apply to a contract whose subject matter is goods supplied in sealed packaging which cannot be returned after opening for health protection or hygiene reasons, if the packaging has been opened after delivery.

§ V**Complaints**

1. Upon receipt of the parcel containing the product, the User should carefully inspect the parcel and the product and notify the Company without delay of any defects, also where the sale is performed by Innobio. Innobio authorises the Company to accept and handle complaints also concerning purchases performed by Innobio. If the product showed signs of damage at the time of its receipt, a report should be drawn up in the presence of the courier and the damaged product sent back to the Company via courier to the address of the Company's registered office, or acceptance of the visibly damaged parcel should be refused.
2. Complaints may be submitted:
 - a. Electronically to the e-mail address:
 - for Products sold to a User with the place of delivery in the Czech Republic: czech@wellu.eu
 - for Products sold to a User with the place of delivery in Slovakia: slovakia@wellu.eu
 - for Products sold to a User with the place of delivery in any other territory: reklamacje@wellu.eu
 - b. By post to the Company's address, by completing the form, a template of which is available on the Internet at: <https://wellu.eu/news/downloads/396,file,zgloszenie-reklamacyjne.pdf>
3. The subject of a complaint is the performance by the Company or Innobio (depending on which entity performed the contract) of the contract for the sale of a Product in a manner inconsistent with the terms and rules set out in these Terms and Conditions.
4. Complaints may be based on defects in the Product for which the Company is liable under the statutory warranty (rękojmia) in accordance with the applicable provisions of generally applicable law. In the case of Users who conclude a contract for the sale of a Product as a consumer within the meaning of the provisions of the Polish Civil Code, the Company is liable for lack of conformity of the product with the contract on the terms set out in the applicable provisions of law, in particular the Polish Consumer Rights Act. The provisions of the preceding sentence also apply to a natural person concluding a contract directly related to their business activity, where the content of that contract shows that it is not of a professional nature for that person, arising in particular from the subject matter of their business activity, as disclosed on the basis of the provisions on the Central Register and Information on Economic Activity (CEIDG).
5. A complaint should contain identification of the User and a brief description of the objections raised.
6. If the complaint requires supplementing, the Company asks the User to provide details of the completed order and/or to send the Product complained of back to the Company's address, if the assessment of the validity of the complaint so requires.
7. The Company handles a complaint within a maximum of 14 days from the date of its receipt. This time limit also applies to complaints relating to sales performed by Innobio.
8. Where, on the basis of a complaint, it is necessary to refund a payment made by the User, the Company or Innobio, depending on which entity performed the sale, will make the refund to the account number from which the User made the payment or to another account number indicated by the User. In the case of payment via Electronic Transaction Systems, the refund will be made to the account number indicated by the User.
9. In the case of Users who are Business Partners, the Company is entitled to reject a complaint if the Product complained of does not bear on its original packaging both a barcode and a unique serial code. This rule also applies to complaints relating to sales performed by Innobio.

§ VI

Reservations

1. The Company reserves the right to temporarily suspend the distribution of Products in WellU in order to carry out maintenance work or due to their temporary unavailability. The suspension does not affect orders placed before the suspension.

§ VII

Personal Data – Information Notice

The personal data of Users are processed by the Company as the Personal Data Controller. In the context of the obligations arising under REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, otherwise GDPR), the Company hereby informs Users as follows:

1. The controller of your personal data is WellU Sp. z o.o. with its registered office in Gdynia at ul. Podolska 21, 81-321 Gdynia, entered in the National Court Register (Krajowy Rejestr Sądowy), maintained by the District Court Gdańsk-Północ, 8th Division, KRS number 0000354591, NIP 5862251636, REGON 220970076 (hereinafter the Controller). The Controller can also be contacted at the e-mail address iod@wellu.eu and by telephone at +48 58 668 12 93.
2. The following personal data: first name and surname, residential address, correspondence address, ID number, e-mail address, telephone number will be processed for the purpose of sending information about the Controller's offer by e-mail and SMS on the basis of the consent given separately by you.
3. You have the right to withdraw the consent given to the processing of personal data, which will not affect the lawfulness of processing carried out on the basis of consent before its withdrawal. You may at any time withdraw the consent given to us by sending an e-mail to info@wellu.eu (please indicate the consent you wish to withdraw or indicate that you are withdrawing all consents given) and on the website www.wellu.eu → account → edit data.
4. The processing of the following personal data: first name, surname, address, delivery address, e-mail address, telephone number, IP address, is necessary for the performance of the contract arising from the Controller's Terms and Conditions of Purchase, in particular for the purpose of performing orders, handling requests and complaints that you submit to us, and enabling settlements with the trading partners of the entity specified in point 7 below.
5. The processing of the following categories of your personal data: first name and surname, address, correspondence address, ID number, e-mail address, data of the settling entity, is necessary for compliance with the legal obligations incumbent on the controller under tax law.
6. The processing of the following personal data: first name and surname, address, delivery address, e-mail address, telephone number, IP address, order history, business account data, is carried out for the purposes of the legitimate interests pursued by the Controller, consisting in protection against your claims. This interest is based on the need to have evidence in the event of doubts as to the manner and scope of performance of obligations between the parties.
7. The following categories of your personal data, arising from the contract concluded: first name and surname, ID number, address, delivery address, e-mail address, telephone number, IP address, purchase history, will be transferred to the Swiss entity WellU Swiss Group GmbH with its registered office at Schulstrasse 14, 9450 Altstätten, Switzerland, entered in the Handelsregister des Kantons ST. Gallen CHE-407.196.596, for the purpose of handling the sales process involving the Controller's partners who referred you. In addition, your data are transferred to the Controller's counterparties for the purpose of performing the contract (logistics companies, couriers, payment service providers, telephone operators, IT companies and accounting firms).

8. The Controller will also process the data described above in the territory of Switzerland, which, by decision of the European Commission, ensures an adequate level of protection of your data.
9. The Controller will process your personal data referred to in point 1 until consent is withdrawn, in point 2 above for the period of performance of the contract, until the account is deleted, in point 3 above for a period of 6 years, and in point 4 above for a period of 10 years.
10. You have the right to request from the Controller access to personal data concerning you, their rectification, erasure or restriction of processing, to object to processing, as well as the right to data portability.
 - with regard to a request for rectification of data: you notice that your data are incorrect or incomplete;
 - with regard to a request for erasure of data: your data are no longer necessary for the purposes for which they were collected by the Company; you withdraw your consent to data processing; you object to the processing of your data; your data are processed unlawfully;
 - with regard to a request for restriction of data processing: if you notice that your data are incorrect – you may request restriction of the processing of your data,
 - with regard to a request for data portability: the processing of your data is based on your consent or on a contract concluded with you. You may exercise these rights in any manner, including by e-mail to info@wellu.eu, by post to the Controller's address, or by telephone at +48 58 668 12 93.
11. You have the right to lodge a complaint about the Controller or the processing of your personal data with a supervisory authority, in particular in the Member State of the European Union of your habitual residence, your place of work or the place of the alleged infringement, if you consider that the processing of your personal data infringes the provisions of the GDPR. In Poland, this authority is the President of the Personal Data Protection Office (Prezes UODO).
12. The provision of personal data is voluntary.
13. You have the right to object at any time – on grounds relating to your particular situation – to the processing of personal data concerning you based on your consent or on the legitimate interest of the Controller (see the information above). If you raise such an objection, the Controller may no longer process your personal data unless the Controller demonstrates compelling legitimate grounds for the processing which override your interests, rights and freedoms, or demonstrates grounds for the establishment, exercise or defence of legal claims.
14. If your data are processed, in accordance with the information above, for direct marketing purposes, you have the right to object at any time to the processing of your personal data for such marketing, including profiling, to the extent that the processing is related to such direct marketing. If you raise such an objection, the Controller may no longer process your personal data for such purposes.
15. You may raise the objections described above in any manner, including by e-mail to info@wellu.eu, by post to the Controller's address, or by telephone at +48 58 668 12 93.

§ VIIA

Personal Data – Information Notice concerning Sales and Deliveries Performed by Innobio

The personal data of Users whose orders are performed by Innobio are processed by Innobio as an independent Personal Data Controller. In the context of the obligations arising under REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, otherwise GDPR), Innobio hereby informs Users as follows:

1. The controller of your personal data is **INNOBIO spółka z ograniczoną odpowiedzialnością** with its registered office in Gdynia, ul. Długa 10, 81-622 Gdynia, entered in the Register of Entrepreneurs maintained by the District Court in Gdańsk, 8th Commercial Division, under KRS number 0000839186, NIP 5862356565, REGON 386257866, with share capital of 100.000,00 PLN (hereinafter the Controller). The Controller can also be contacted at the e-mail address iod@wellu.eu and by telephone at +48 58 668 12 93.
2. The following personal data: first name and surname, residential address, correspondence address, ID number, e-mail address, telephone number will be processed for the purpose of sending information about the Controller's offer by e-mail and SMS on the basis of the consent given separately by you.
3. You have the right to withdraw the consent given to the processing of personal data, which will not affect the lawfulness of processing carried out on the basis of consent before its withdrawal. You may at any time withdraw the consent given to us by sending an e-mail to info@wellu.eu (please indicate the consent you wish to withdraw or indicate that you are withdrawing all consents given) and on the website www.wellu.eu→account→edit data.
4. The processing of the following personal data: first name, surname, address, delivery address, e-mail address, telephone number, IP address, is necessary for the performance of the contract arising from the Controller's Terms and Conditions of Purchase, in particular for the purpose of performing orders, handling requests and complaints that you submit to us, and enabling settlements with the trading partners of the entity specified in point 7 below.
5. The processing of the following categories of your personal data: first name and surname, address, correspondence address, ID number, e-mail address, data of the settling entity, is necessary for compliance with the legal obligations incumbent on the controller under tax law.
6. The processing of the following personal data: first name and surname, address, delivery address, e-mail address, telephone number, IP address, order history, business account data, is carried out for the purposes of the legitimate interests pursued by the Controller, consisting in protection against your claims. This interest is based on the need to have evidence in the event of doubts as to the manner and scope of performance of obligations between the parties.
7. The following categories of your personal data, arising from the contract concluded: first name and surname, ID number, address, delivery address, e-mail address, telephone number, IP address, purchase history, will be transferred to the Swiss entity WellU Swiss Group GmbH with its registered office at Schulstrasse 14, 9450 Altstätten, Switzerland, entered in the Handelsregister des Kantons ST. Gallen CHE-407.196.596, for the purpose of handling the sales process involving the Controller's partners who referred you. In addition, your data are transferred to the Controller's counterparties for the purpose of performing the contract (logistics companies, couriers, payment service providers, telephone operators, IT companies and accounting firms).
8. The Controller will also process the data described above in the territory of Switzerland, which, by decision of the European Commission, ensures an adequate level of protection of your data.
9. The Controller will process your personal data referred to in point 1 until consent is withdrawn, in point 2 above for the period of performance of the contract, until the account is deleted, in point 3 above for a period of 6 years, and in section 4 above for a period of 10 years.
10. You have the right to request from the Controller access to personal data concerning you, their rectification, erasure or restriction of processing, to object to processing, as well as the right to data portability.
 - with regard to a request for rectification of data: you notice that your data are incorrect or incomplete;

- with regard to a request for erasure of data: your data are no longer necessary for the purposes for which they were collected by the Company; you withdraw your consent to data processing; you object to the processing of your data; your data are processed unlawfully;
 - with regard to a request for restriction of data processing: if you notice that your data are incorrect – you may request restriction of the processing of your data,
 - with regard to a request for data portability: the processing of your data is based on your consent or on a contract concluded with you. You may exercise these rights in any manner, including by e-mail to info@wellu.eu, by post to the Controller's address, or by telephone at +48 58 668 12 93.
11. You have the right to lodge a complaint about the Controller or the processing of your personal data with a supervisory authority, in particular in the Member State of the European Union of your habitual residence, your place of work or the place of the alleged infringement, if you consider that the processing of your personal data infringes the provisions of the GDPR. In Poland, this authority is the President of the Personal Data Protection Office (Prezes UODO).
12. The provision of personal data is voluntary.
13. You have the right to object at any time – on grounds relating to your particular situation – to the processing of personal data concerning you based on your consent or on the legitimate interest of the Controller (see the information above). If you raise such an objection, the Controller may no longer process your personal data unless the Controller demonstrates compelling legitimate grounds for the processing which override your interests, rights and freedoms, or demonstrates grounds for the establishment, exercise or defence of legal claims.
14. If your data are processed, in accordance with the information above, for direct marketing purposes, you have the right to object at any time to the processing of your personal data for such marketing, including profiling, to the extent that the processing is related to such direct marketing. If you raise such an objection, the Controller may no longer process your personal data for such purposes.
15. You may raise the objections described above in any manner, including by e-mail to info@wellu.eu, by post to the Controller's address, or by telephone at +48 58 668 12 93.

§ VIII

Final Provisions

1. These terms and conditions are available to every User.
2. Notwithstanding any other provisions of these Terms and Conditions, Users are prohibited from supplying content of an unlawful nature.
3. The rights and obligations relating to the User account in the WellU Shop may not be transferred to a third party without the written consent of the Company, which the Company may grant at its sole discretion.
4. A natural person concluding a contract directly related to their business activity shall also be deemed a consumer within the meaning of the Polish Civil Code, where the content of that contract shows that it is not of a professional nature for that person, arising in particular from the subject matter of their business activity, as disclosed on the basis of the provisions on the Central Register and Information on Economic Activity (CEIDG).
5. The minimum technical requirements necessary to use the WellU system are: a computer with an installed operating system, access to the Internet and an installed web browser. The Company may amend the Terms and Conditions for important reasons. Amendments may be prompted by changes in the technological, legal, economic or organisational aspects of the Company's business, as well as by changes in the structure or content of the WellU Shop website or the Company's offer. All amendments to the Terms and Conditions will be communicated to Users on the web pages of the WellU Shop and

will enter into force 14 days after the date on which Users are notified of the amendments, including by publishing the new version of the Terms and Conditions on the pages of the WellU Shop, together with a notice of the content of the amendments.

6. Registered Users are also notified of an amendment to the Terms and Conditions by e-mail and have 14 days from the date of notification to terminate the contract for the use of the WellU Shop website by closing the User account or by giving notice within the period specified in the Terms and Conditions, if they do not agree to the amendments. An amendment to the Terms and Conditions does not constitute grounds for withdrawal from contracts for the purchase of Products, unless the amendment affects the rights and obligations of the parties arising from such a contract. An amendment to Annex No. 1 is a technical act and does not constitute an amendment to the Terms and Conditions.
7. The law governing the parties to a contract concluded on the basis of these Terms and Conditions is Polish law.

Annex No. 1 to the Terms and Conditions of Purchase in the WellU Shop

INNOBIO Sp. z o.o. is the entity responsible for performing orders in the following territories:

- Greece
- Portugal

Annex No. 2 to the Terms and Conditions of Purchase in the WellU Shop**"WellU" Discount Programme Terms and Conditions**

§ 1. Definitions

The terms used in these Terms and Conditions have the following meanings:

1. **Terms and Conditions** – these "WellU" Discount Programme Terms and Conditions.
2. **WellU or the Company - WellU spółka z ograniczoną odpowiedzialnością**, with its registered office in Gdynia, ul. Podolska 21, 81-321 Gdynia, entered in the Register of Entrepreneurs maintained by the District Court in Gdańsk, 8th Commercial Division, under KRS number 0000354591, NIP 586- 225-16-36, REGON 220970076, with share capital of 221.250,00 PLN, e-mail address: help@wellu.eu, tel.: +48 58 668 12 93.
3. **WellU Shop** – the online shop operated by WellU at www.wellu.eu.
4. **Shop Terms and Conditions** – the current Terms and Conditions of the WellU Online Shop, available at: <https://wellu.eu/>.
5. **Registered User** – a person who has a registered account on the WellU Shop website.
6. **Products** – products available for purchase via the WellU Shop.
7. **Discount Programme Participant** – a Registered User who has consented to participate in the Discount Programme.
8. **WellU Business Partner** – a person who has concluded a cooperation agreement with WellU under which they obtained the status of WellU Business Partner.
9. **Discount Programme** – a programme organised by WellU for Registered Users, allowing them to exercise the right to a Discount on specified Products when purchasing them in the WellU Shop, on the terms set out in these Terms and Conditions.
10. **Discount** – the right, available to a Discount Programme Participant for the period specified in the Terms and Conditions, to purchase a Product in the WellU Shop at a price reduced in relation to the price currently displayed in the WellU Shop. The Discount is always calculated on the net retail price of the Products.
11. **Marketing Consent** – consent given by a Registered User to the Company, in the form prepared by the Company, via the WellU Shop website, covering consent to receive commercial information and to direct marketing.

§ 2. Rules of Participation in the Discount Programme

1. Only Registered Users who have given (and not withdrawn) the Marketing Consent to the Company and accepted these Terms and Conditions by accepting the Shop Terms and Conditions may be Discount Programme Participants.
2. A WellU Business Partner may not be a Discount Programme Participant.
3. The contract for participation in the Discount Programme is concluded upon acceptance of the Shop Terms and Conditions and fulfilment of the conditions for joining the Programme, and the recording of these events in the Company's IT system.
4. The Company has the right to exclude a Participant from the Discount Programme at any time in the event of:
 1. a breach by the Participant of the provisions of these Terms and Conditions,
 2. a breach by the Participant of the provisions of the Shop Terms and Conditions,

3. delay in payment to the Company for Products.
5. A Discount Programme Participant has the right to end their participation in the Discount Programme at any time by:
 1. sending a statement of intent to end participation in the Discount Programme to the Company's e-mail address or postal address specified in § 1;
 2. deregistering the account on the WellU Shop website,
 3. withdrawing the Marketing Consent.
6. Where participation in the Discount Programme ends in the manner described in point 4 or 5 above, the Participant is not entitled to a cash refund of the amounts of unused Discounts.
7. Where participation in the Discount Programme ends in the manner described in point 5 sub-point 3 above, the Registered User retains the accrued Discounts until the Marketing Consent is withdrawn.

§ 3. Rules of the Discount Programme

1. A Discount Programme Participant may acquire the right to the following Discounts:
 - 1.1. 10% Discount
 - 1.1.1. The Discount Programme Participant acquires the right to a Discount amounting to 10% (ten per cent) of the net value (i.e. excluding VAT) of the Products covered by each paid order for Products in the WellU Shop, which Discount may be used (exclusively) on the next order for Products in the WellU Shop.
 - 1.1.2. In the case of an order for Products whose price has been reduced by a Discount, the Discount will be granted on the price so reduced.
 - 1.1.3. The price reduction resulting from the use of the Discount may not exceed 80% (eighty per cent) of the order value. Should the price reduction exceed this limit, the Discount Programme Participant will be entitled to use the remaining part of the Discount on a subsequent order for Products.
 - 1.1.4. In the event that the Discount Programme Participant withdraws from the contract for the sale of the Product in connection with which the Discount was granted, the Participant loses the right to the Discount and, if the Discount has already been used, is obliged to repay the amount of the Discount used to the Company within 14 days from the date of withdrawal from the contract for the sale of the Product. The Company has the right to set off its claim for repayment of the amount of the Discount used against the Registered User's claim for reimbursement of the price of the purchased Product,
 - 1.2. Discount for regular orders
 - 1.2.1. Where three consecutive orders for Products are placed and paid for in the WellU Shop, from which the Participant has not withdrawn, the Discount Programme Participant acquires the right to a Discount amounting to 80% (eighty per cent) of the net value (excluding VAT) on limited Products indicated by WellU with the fourth order, provided that each of those three consecutive orders for Products has a value not lower than that specified in the annex to these Terms and Conditions.
 - 1.2.2. The Discount for regular orders may not be combined with the 10% Discount described in point 1.1. above or with the Discount for customer referral described in point 1.3. below and applies only to Products indicated by WellU. No 10% Discount or Discount for customer referral is granted in respect of the purchase of Products using the Discount for regular orders.
 - 1.2.3. The Discount for regular orders may be used within 45 days from the date on which it was granted. An unused Discount for regular orders may not be used on a later order.

1.2.4. The right to the Discount for regular orders starts accruing anew only from the next order following the placing of and payment for an order using the accrued Discount for regular orders.

1.2.5. In the event that the Discount Programme Participant withdraws from the contract for the sale of the Products in connection with which the Discount was granted, the Participant loses the right to the Discount and, if the Discount has already been used, is obliged to repay the amount of the Discount used to the Company within 14 days from the date of withdrawal from the contract for the sale of the Product. The Company has the right to set off its claim for repayment of the amount of the Discount used against the Registered User's claim for reimbursement of the price of the purchased Product.

1.3. Discount for customer referral

1.3.1. A customer referral consists in the Discount Programme Participant sending a special referral link to a third party, who then registers an account in the WellU Shop and places a first, paid order for Products in the WellU Shop (hereinafter the **"Referred Customer Order"**).

1.3.2. The Discount Programme Participant acquires the right to a Discount amounting to 10% (ten per cent) of the net value (i.e. excluding VAT) of the Products covered by the first paid Referred Customer Order for Products in the WellU Shop, which Discount may be used (exclusively) on the next order for Products in the WellU Shop.

1.3.3. The Discount for customer referral may be combined with the 20% Discount described in point 1.1. above.

1.3.4. In the event of withdrawal from the contract for the sale of Products concluded on the basis of the Referred Customer Order, in connection with which the Discount was granted, the Participant loses the right to the Discount and, if the Discount has already been used, is obliged to repay the amount of the Discount used to the Company within 14 days from the date of withdrawal from the contract for the sale of the Product. The Company has the right to set off its claim for repayment of the amount of the Discount used against any claims of the Registered User for reimbursement of the price of Products purchased under other orders.

1.3.5. The Discount described in point 1.3 will become available and will accrue from the date indicated by WellU in a separate notice.

- 2.** In each case, the right to a Discount expires if it is not used within 45 (forty-five) days from its granting.
- 3.** The right to a Discount may not be transferred to a third party without the prior consent of WellU.
- 4.** The right to a Discount is calculated automatically in the WellU Shop system. In the event of doubts regarding the accrued Discount, the Discount Programme Participant should submit a complaint in the manner specified in § 4 below.
- 5.** If a Discount Programme Participant obtains Business Partner status, unused Discounts to which they acquired the right before obtaining such status are credited to the BP commission wallet in the amount of the unredeemed Discounts,. A Discount Programme Participant who obtains Business Partner status may not exchange unused Discounts for other benefits, in particular for a cash payment.
- 6.** The Participant receives a sales document for the Products which states, in addition to the price of the Product including all taxes (gross), also the net price (i.e. reduced by VAT), enabling verification of the Discount accrued and used.

§ 4. Complaints

- 1.** Any complaints relating to the Discount Programme should be submitted, after the occurrence of the event giving rise to the complaint, to the e-mail address: help@wellu.eu or in writing to the Company's address.

2. WellU will notify the Discount Programme Participant of the outcome of a properly submitted complaint within 14 days from the date of acceptance of the complaint.

§ 5. Personal Data

The provisions of the WellU Shop Terms and Conditions apply to the processing of personal data of Discount Programme Participants.

§ 6. Right of Withdrawal from the Contract.

1. A Discount Programme Participant who is a consumer within the meaning of the Polish Civil Code (the "Consumer") may withdraw from the contract for joining the Discount Programme without giving reasons within 14 days from the date of conclusion of the contract for joining the discount programme. For this purpose, the Consumer should submit a statement of withdrawal from the contract, e.g. in accordance with the template provided to them upon conclusion of the contract, constituting Annex No. 1 to the Terms and Conditions.
2. If the Consumer has started using any Discount (i.e. has used at least one Discount when placing an order in the WellU Shop) before the expiry of the withdrawal period specified in section 1 above, this is tantamount to the Consumer's consent to the commencement of the provision of the Discount Programme before the expiry of the period for withdrawal from the Contract. The Consumer acknowledges and accepts that in such a case the amount of the refund referred to in section 2 may be reduced by the value of the benefits used by the Consumer.
3. The right of withdrawal from the contract in accordance with this paragraph is also available to a Discount Programme Participant being a natural person concluding a contract directly related to their business activity, where the content of that contract shows that it is not of a professional nature for that person, arising in particular from the subject matter of their business activity, as disclosed on the basis of the provisions on the Central Register and Information on Economic Activity (CEIDG).

§ 7. Final Provisions

1. These Terms and Conditions apply from 12.12.2024
2. These Terms and Conditions may be amended for important technical, organisational or financial reasons. The Terms and Conditions are amended by communicating such amendment to the Discount Programme Participant at least 14 days before the planned entry into force of the amendment, in writing or in documentary form (forma dokumentowa) using the e-mail address provided by the Discount Programme Participant. If the Discount Programme Participant does not submit a statement of non-acceptance of the amendments to the Terms and Conditions by the date of the planned entry into force of the amendments (which may not, however, be less than 14 days), such amendments will be binding on the Discount Programme Participant. Amendments to the Terms and Conditions may not restrict the rights acquired by the Discount Programme Participant (including the right to a Discount) prior to such amendment.
3. The following annexes form an integral part of the Terms and Conditions:
 - *Annex No. 1 – Template for withdrawal from the Contract*
 - *Annex No. 2 – Minimum order amount*

Annex No. 1 to the Discount Programme Terms and Conditions

See Annex No. 3A to the Terms and Conditions of Purchase in the WellU Shop.

Annex No. 2 to the Discount Programme Terms and Conditions

The minimum order value referred to in the point "Discount for regular orders" (§ 3, point 1.2) amounts, in the individual currencies, to: 450 PLN, 100 EUR, 90 GBP, 2500 CZK, 45000 HUF.

Please note that an online platform for the resolution of disputes between consumers and traders (the ODR platform) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is a website with a single point of entry for consumers and traders seeking the out-of-court resolution of a dispute concerning contractual obligations arising from an online sales contract or service contract.

We would also like to remind you that our e-mail address for customer contact is info@wellu.eu.

Annex No. 3A to the Terms and Conditions of Purchase in the WellU Shop**Withdrawal form**

(complete and return this form only if you wish to withdraw from the contract)

- **To: WellU spółka z ograniczoną odpowiedzialnością**, with its registered office in Gdynia, ul. Podolska 21, 81-321 Gdynia, info@wellu.eu
- I/We(*) hereby give notice that I/We(*) withdraw from my/our(*) contract of sale of the following goods(*)/for the provision of the following service(*):

- **Ordered on(*)/received on(*)**

- **Name of consumer(s)**

- **Address of consumer(s)**

- **Signature of consumer(s)** (only if this form is notified on paper)

- **Date**

(*) Delete as appropriate.

Annex No. 3B to the Terms and Conditions of Purchase in the WellU Shop**Withdrawal form**

(complete and return this form only if you wish to withdraw from the contract)

- **To: INNOBIO spółka z ograniczoną odpowiedzialnością**, with its registered office in Gdynia, ul. Długa 10, 81-622 Gdynia, info@wellu.eu
- I/We(*) hereby give notice that I/We(*) withdraw from my/our(*) contract of sale of the following goods(*)/for the provision of the following service(*):

- **Ordered on(*)/received on(*)**

- **Name of consumer(s)**

- **Address of consumer(s)**

- **Signature of consumer(s)** (only if this form is notified on paper)

- **Date**

(*) Delete as appropriate.