

meatpoint.io Terms and Conditions

Hello!

We have a dream that our life companions will be healthy and live for a very long time. To contribute to this, we founded a company and prepared this website. We make healthy and affordable nutrition-based food with the latest scientific knowledge more accessible than ever before. We believe that our pets' diets are primarily about health, and only then - business. We strive to go beyond *the Impassable!*

So much for the introduction, now it's time for formalities. Our full registration data as the website administrator and the seller: Piotr Knapik operating under the name 'Piotr Knapik Impassable', 19/18 Augustiańska street, 31-064 Kraków, TAX/NIP: 6792713249.

Below are the regulations in which information such as the method of placing the orders leading to the contract's conclusion of the contract, details of the contract's implementation, forms of delivery and payment available in the store, the procedure for withdrawing from the contract, and complaint proceedings.

In case of any comments, questions, or doubts, we are at your disposal at support@meatpoint.io

We welcome you and wish you success with your recipes.
meatpoint.io team

§ 1 Definitions

For these Regulations, the following terms are used:

- 1) Buyer – a natural person, legal person, or imperfect legal person,
- 2) Consumer – a natural person concluding a sales contract with the Seller not related directly to its business or professional activity,
- 3) Regulations – these regulations, available at <https://meatpoint.io/terms/en>,
- 4) Store – a website with an online store operating at <https://meatpoint.io/>,
- 5) Seller – Piotr Knapik Impassable, 19/18 Augustiańska street, 31-064 Kraków, TAX/NIP: 6792713249.

§ 2 Introductory Provisions

1. Through the Store, the Seller conducts retail sales, while providing services to Buyers by electronic means. Through the Store, the Buyer may purchase products displayed on the Store's website.
2. The Regulations define the terms and conditions of using the Store, as well as the rights and obligations of the Seller and the Buyers.
3. To use the Store, in particular, to purchase in the Store, it is not necessary to meet specific technical conditions by the Buyer's computer or another device. The following are sufficient:
 - 1) Internet access,
 - 2) standard operating system,
 - 3) a standard web browser,
 - 4) having an active e-mail address.
4. The Buyer cannot purchase in the Store anonymously or under a pseudonym.
5. It is forbidden to provide illegal content while using the Store, in particular by sending such content via the forms available in the Store.
6. All product prices listed on the Store's website are gross prices.

§ 3 Services provided electronically

1. Via the Store, the Seller provides services to the Buyer by electronic means.
2. The basic service provided electronically to the Buyer by the Seller is enabling the Buyer to place an order in the Store leading to the conclusion of a contract with the Seller.
3. If the Buyer decides to set up an account in the Store, the Seller also provides the Buyer with an electronic service consisting in setting up and maintaining an account in the Store. The account stores the Buyer's data and the history of orders placed by him in the Store. The Buyer logs in to the Account using his e-mail address and the password he has defined.
4. To create an account in the Store, fill out a separate account registration form available in the Store. The Buyer may initiate the account deletion process at any time by sending a relevant request to the Seller. Unless the Buyer objects to the storage of this information beforehand, and the Seller does not have an overriding interest in their preservation, deleting the account will not delete information about orders placed using the account, which information will be stored by the Seller until the expiry of the limitation period for claims under the contract concluded via the Store / for the entire duration of the Store's operation.
5. If the Buyer chooses to subscribe to the newsletter, the Seller will also provide the Buyer with an electronic service in the form of e-mail messages containing information about new products, promotions, and products from the Seller. Subscribing to the newsletter is accomplished by completing and submitting the newsletter subscription form, or by selecting the appropriate checkbox while creating an account or placing an order. The buyer may unsubscribe from the newsletter at any time by clicking the unsubscribe button visible in each newsletter message or by sending a relevant request to the Seller.
6. Except for the extended ranges of services that are the subject of the offered products, services are provided electronically to the Buyer free of charge. In places where restrictions exist, the seller provides information on them. The extended scope of electronic services is remunerated. To gain access to services in the extended scope, a sales contract must be signed through the Store. As part of a free promotion, the Buyer may also receive extended access. The scope and conditions of using the extended access to electronic services are defined by the products available to the Buyer and are presented at the time of order placement.
7. To ensure the safety of the Buyer and the transfer of data in connection with the use of the Store, the Seller shall take technical and organizational measures appropriate to the degree of threat to the security of the services provided, in particular measures to prevent the acquisition and modification of personal data by unauthorized persons.
8. The Seller takes steps to ensure that the Store functions properly. The Buyer should inform the Seller about any irregularities or interruptions in the functioning of the Store.
9. Any complaints about the operation of the Store may be submitted by the Buyer via e-mail to support@meatpoint.io. The Buyer should specify the type and date of the irregularity in the Store's operation in the complaint. The seller will consider all complaints within 30 days of receipt and will notify the customer of the resolution via the e-mail address provided when submitting the complaint.

§ 4 Order

1. The buyer can place an order as a registered customer.
2. A registered customer is a Buyer who has an account in the Store. The buyer may set up an account by completing a separate account registration form available in the Store.
3. If the Buyer has an account in the Store, he should log in to it before placing an order. Logging in is also possible when placing an order by clicking on the link available in the displayed message.
4. An order is placed by filling in the order form after selecting the products of interest to the Buyer. It is necessary to provide the data necessary to complete the order in the form. At the stage of placing the order, the method of payment for the order is selected. The condition for placing an order is the acceptance of the Regulations, which the Buyer should read in advance. In the event of any doubts regarding the Regulations, the Buyer may contact the Seller.
5. The ordering process is completed by clicking the button to finalize the order. Clicking on the button finalizing the order is the Buyer's declaration of will leading to the conclusion of a sales contract with the Seller.
6. If the Buyer has chosen to pay online when placing the order, after clicking the button finalizing the order, he will be redirected to the payment gateway operated by an external payment operator to make the payment for the order. If the Buyer has chosen to pay by bank transfer, after clicking the button finalizing the order, he will be redirected to the Store's website with order confirmation and instructions for making the payment. The payment for the order should be made within 7 from the conclusion of the contract.
7. The Buyer must provide true personal data in the order form. The buyer is responsible if providing false personal data. The Seller reserves the right to suspend the execution of the order

in a situation where the Buyer has provided false data or when these data raise reasonable doubts of the Seller as to their correctness. In this case, the Buyer will be informed by phone or e-mail about the Seller's doubts. In such a situation, the Buyer has the right to explain all circumstances related to the verification of the accuracy of the data provided. In the absence of data allowing the Seller to contact the Buyer, the Seller will provide any explanations after the Buyer has made contact.

8. The Buyer declares that all data provided by him in the order form are true, while the Seller is not obliged to verify their truthfulness and correctness, although he has such authorization following sec. 7 above.

§ 5 Delivery and Payment

1. Details of the order delivery method are described on the Store's website and presented to the Buyer at the ordering stage.
2. The available payment methods for the order are described on the Store's website and presented to the Buyer at the ordering stage.
3. Electronic payments, including card payments, are handled by PayU S.A.
4. If the Buyer has asked for an invoice, it will be delivered to the Buyer by e-mail to the e-mail address provided in the order form.

§ 6 Contract implementation

1. The performance of the order consists in providing the Buyer with an extended range of services provided electronically Following the product selected by the Buyer.
2. The order is considered completed when the product is assigned to the Buyer's account.
3. The order fulfillment time is always indicated for each product. The ordered products should be delivered to the Consumer within 30 days. Whenever possible, the order is processed immediately after the payment is credited.
4. If the Buyer has ordered products with different delivery times indicated, the Seller is bound by the deadline for completing the entire order, the longest of all products included in the order.

§ 7 Contract termination by the Consumer

1. A consumer who has concluded a distance contract with the Seller has the right to withdraw from the contract without giving any reason within 14 days from the date of taking possession of the purchased products.
2. Starting on January 1, 2021, a natural person concluding a contract with the Seller directly related to his business has the right to withdraw from the contract on the terms described in this section and resulting from the Act on consumer rights, if the content of this contract results in this person not having a professional character, resulting in particular from the subject of the business activity performed by him, made available based on the contract. As a result, whenever the Consumer's rights are mentioned in this paragraph, they apply to anyone who meets the above criteria beginning on January 1, 2021.
3. To withdraw from the contract, the Consumer must inform the Seller about his decision to withdraw from the contract by an unequivocal statement - for example, a letter sent by post or e-mail.
4. The consumer may use the model withdrawal form available at <https://meatpoint.io/files/withdrawal-pl.doc>, but it is not obligatory.
5. To meet the deadline to withdraw from the contract, it is sufficient for the Consumer to send information regarding the exercise of the consumer's right to withdraw from the contract before the deadline to withdraw from the contract.
6. In the event of contract withdrawal, the Seller shall return to the Consumer all payments received from the Consumer immediately, and in any case not later than 14 days from the date on which the Seller was notified of the exercise of the right to withdraw from the contract. Unless the Consumer expressly agreed to a different solution, the reimbursement will be made using the same payment methods that the Consumer used in the original transaction. In any case, the Consumer will not be charged any fees associated with the type of payment refund.
7. When the Buyer purchases a product that grants temporary access to electronically supplied services and begins to use the service by enumerating the recipe or otherwise waives the right to

cancel the purchase under the right of withdrawal.

§ 8 Personal data and cookies

1. The Seller is the administrator of the Buyer's personal data.
2. The personal data of the Buyer are processed for the following purposes and based on the following legal grounds:
 - 1) conclusion and performance of a contract - article 6 sec. 1 lit. b GDPR,
 - 2) fulfillment of tax and accounting obligations - article 6 sec. 1 lit. c GDPR
 - 3) defense, investigation, or determination of claims related to the contract, which is a legitimate interest pursued by the Seller - article 6 sec. 1 lit. f GDPR,
 - 4) identification of the returning customer, which is a legitimate interest pursued by the Seller - article 6 sec. 1 lit. f GDPR,
 - 5) handling inquiries from Buyers who have not yet concluded the contract, which is a legitimate interest pursued by the Seller - article. 6 sec. 1 lit. f GDPR,
 - 6) sending the newsletter, after prior consent - article 6 sec. 1 lit. a GDPR.
3. Tax offices, accounting offices, law offices, a hosting provider, an invoicing system provider, and a mailing system provider are among the recipients of the Buyer's personal data.
4. The Buyer's personal data is stored in the Seller's database throughout doing business to ensure the possibility of identifying the returning customer, which may be objected to by the Buyer, who may demand that his data be deleted from the Seller's database. If such an objection is filed before the expiration of the limitation period for claims under the concluded contract, the Seller will have a compelling interest in retaining the Buyer's data until the expiration of the limitation period for claims. Accounting documentation containing the Buyer's personal data is retained for the legal period.
5. The Buyer's rights regarding personal data processing: the right to request that the Seller access personal data, rectify it, delete it, limit processing, object to the processing, transfer data, and file a complaint with the President of the Office for Personal Data Protection.
6. Providing personal data by the Buyer is voluntary, but necessary to contact the Seller, set up a user account, conclude a contract, or subscribe to the newsletter.
7. The store uses cookie technology.
8. Details related to personal data and cookies are described in the privacy policy available at <https://meatpoint.io/privacy/en>.

§ 9 Intellectual Property Rights

1. The Seller hereby notifies the Buyer that the content available on the Store's website and elements of physical products (e.g. graphic designs) may constitute works under the Act of February 4, 1994, on copyright and related rights, to which the Seller is entitled.
2. The Seller hereby instructs the Buyer that any further dissemination of copyrighted content by the Buyer without the Seller's consent, with the exception of using the content for permitted personal use, constitutes an infringement of the Seller's copyright and may result in civil or criminal liability.

§ 10 Out-of-court ways of dealing with complaints and redress

1. The Seller agrees to submit any disputes arising in connection with the sale of goods through mediation proceedings. Details will be determined by the parties to the conflict.
2. The consumer has the option of using out-of-court complaint and redress procedures. Among other things, the consumer has the option to:
 - 1) apply to a permanent amicable consumer court with a request to settle a dispute arising from the concluded sales contract,
 - 2) request the provincial inspector of the Trade Inspection to initiate mediation proceedings regarding the amicable settlement of the dispute between the Buyer and the Seller,
 - 3) seek the assistance of a district (municipal) ombudsman for consumer rights or a social organization whose statutory functions include consumer protection.
3. For more detailed information on the out-of-court complaint and redress procedures, the Consumer may search on the website <http://polubowne.uokik.gov.pl> (pl).

4. The consumer may also use the ODR platform, which is available at <http://ec.europa.eu/consumers/odr>. The platform is used to settle disputes between consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or a contract for the provision of services.

§ 11 Final Provisions

1. The Seller reserves the right to introduce and cancel offers, promotions, and change the prices of products in the Store without affecting the Buyer's rights, including the terms of contracts concluded before the change.
2. The Seller reserves the right to make changes to the Regulations without affecting the Buyer's rights based on contracts concluded before the amendment to the Regulations. Buyers with registered user accounts will be notified of any changes to the Regulations via email to the e-mail address associated with the user account. If the new Regulations are not accepted, the Buyer may free of charge delete his user account.
3. Any disputes arising from contracts concluded through the Store will be heard by the Polish common court with jurisdiction over the Seller's permanent business location. This provision does not apply to Consumers who are subject to the court's general jurisdiction. Starting on January 1, 2021, this provision also does not apply to a natural person who concludes a contract with the Seller directly related to his business activity, when the content of the contract demonstrates that he does not have a professional nature for that person, as a result of the subject of the contract. by her economic activity, as disclosed by the provisions of the Central Register and Information on Economic Activity - in the case of such a person, the court's jurisdiction is considered on general principles.
4. These Regulations shall apply from March 22, 2021.
5. All archival versions of the Regulations are available for download in .pdf format - links can be found below the Regulations.