

Terms and conditions of the online store.

#### I. INTRODUCTORY

1. Online store of VeA Vinho e Arte, known as <https://veavinhoarte.eu> is owned and run by Katarzyna Taylor, registered at Urbanizacao Quadrinhos, Lote 45, 8135 107 Vale do Lobo, Portugal. NIF 307450627
2. These Terms and Conditions regulate rules of using the online shop, known as <https://veavinhoarte.eu> They are obligatory both for private Customers as well as for business Customers using our online store.
3. It is voluntary to accept the Terms and Conditions but necessary to open a customer account and/or make a purchase.

#### II. DEFINITIONS

1. STORE - online store know as <https://veavinhoarte.eu>
2. TERMS AND CONDITIONS - regulations of the online VeA Vinho e Arte shop.
4. SELLER - Katarzyna Taylor, registered at Urbanizacao Quadrinhos, Lote 45, 8135 107 Vale do Lobo, Portugal. NIF 307450627.
3. CUSTOMER - any private person or company
4. CONSUMER - a natural person who is acting outside the scope of an economic activity.
5. COMPANY - a legal entity formed by a group of individuals in and operate a business enterprise.
6. REGISTRATION FORM - a form to open an online account
7. ACCOUNT - Customer's account with a login, password in which Customer's personal information and history of purchases are stored.
8. ORDER FORM - a form that allows to place orders and specifies conditions of purchase as well as payment and delivery form.
9. ORDER - Customer's will to purchase Goods and services through Order Form
10. CONTRACT OF SALE - a contract of sale between Customer and Seller
11. DISTANCE SALES CONTRACT - a contract between Customer and Seller made without physical assistance of both parties and made by using one or more tools of distance communication.
12. GOODS and Services- goods or services offered by the Seller
13. BASKET - an element of Ordering Form which shows the chosen Goods and Services, helps to moderate the purchase and form of payment and delivery choice.
14. PROOF OF PURCHASE - receipt or invoice or any other document attached to confirmed order.

#### III. CONTACT WITH THE ONLINE STORE

1. Email address: [contact@veavinhoarte.eu](mailto:contact@veavinhoarte.eu)
2. Phone number: 00351912362081
3. Bank account number: IBAN: PT50 0033 0000 4572 2948 6860 5 SWIFT: BCOMPTPL
4. Customer can contact the Seller via the given email or phone. By phone on working days Monday to Friday 9am to 5pm.

#### IV. GENERAL INFORMATION

1. The Customer is responsible for:
  - Using the Store according to the Terms and Conditions, obligatory law and good manners.

- When filling in Registration Form or Order Form give a true information so it will not disturb the Store work as well as violate another person's right.
  - Using the Store in a non-intrusive manner for other Customers or Seller.
2. The Seller:
    - reserves the right to impose restrictions on the use of the Store due to its technical service, conservation work or improvement of its functionality. Simultaneously the Seller will do his best to carry out such works at night time and to last shortly,
    - takes no responsibility for actions in the Store of Customers who has no legal capacity,
    - takes no responsibility for the Store breakdown caused by third party's activity or Internet interruption,
    - takes no responsibility for currency exchange rate when using different currency.
  3. The Customer can purchase Goods and Services either by creating a Account or ordering as a Guest.
  4. The shown prices include Vat (according to the local law) and are in local currency Euro.
  5. The final cost of the Basket covers the Order and additional cost of transport if chosen. The Customer is informed about such costs when finalising order.
  6. One Promotion code can be used per one Order.

#### V. ONLINE SERVICES

1. Online services on the <https://veavinhoearte.eu> means:
  - Possibility to open a Customer Account through Electronic service agreement. It is concluded at the moment of filling in the Register Form for unlimited time and it is free of charge. The ESA can be terminate by the Customer at any time by sending a relevant demand to [contact@veavinhoearte.eu](mailto:contact@veavinhoearte.eu)
  - Possibility to purchase Goods and Services as a Guest via Order Form

#### VI. DELIVERY OF ORDER AND PAYMENT METHOD

1. The Customer has an option to get e-ticket or courier/post delivery, which will require extra cost.
2. The Customer can use following option to pay:
  - MBWay
  - PayPal
  - Debit/Credit card
  - Bank transfer
3. Method of delivery and payment's option can be chosen in Order Form.

#### VII. PERFORMANCE OF THE SALES CONTRACT

1. The conclusion of the Sales Agreement between the Customer and the Seller takes place after the Customer places an Order using the Order Form available in the Seller's Store.
2. After placing an Order, the Seller immediately confirms its receipt and at the same time accepts the Order for execution. Confirmation of receipt of the Order is sent to the given in Order e-mail address.

3. Upon receipt of the above e-mail by the Customer, a Contract of Sale is concluded between the Customer and the Seller. If Bank transfer is chosen as Payment method the Customer is obliged to make the payment within 3 calendar days from the date of concluding the Contract of Sale. In the event of failure to meet the deadline referred to in the previous sentence, the Order will be cancelled.
4. The Goods will be sent by the Seller in the manner chosen by the Customer when placing the Order within 2 working days from the date of recording the payment on the Seller's bank account.
5. Delivery of the Goods takes place only in Portugal.
6. Delivery of the Goods to the Customer is subject to payment, unless the Contract of Sale provides otherwise. The costs of delivery of the Goods (including fees for transport, delivery and courier services) are indicated to the Customer when placing the Order, including at the time of the Customer's willingness to be bound by the Contract of Sale.
7. The Customer undertakes to collect the delivered Goods.

#### VIII. RIGHT OF WITHDRAWAL

1. The Customer has the right to withdraw from the Contract concluded at a distance or outside the premises of the company, without giving a reason and without incurring costs, except for the direct costs of returning the Goods and additional costs indicated in section VIII.6 - within 14 days from the date of receipt of the Goods by the Customer.
2. The right to withdraw from the Distance Agreement referred to in point VIII.1 does not apply to tickets purchased for events already organised by the Seller.
3. The Customer referred to in clause 11.1 may withdraw from the Distance Agreement by submitting a statement of withdrawal from the agreement to the Seller. In order to comply with the withdrawal period, it is sufficient to send a statement before the expiry of the 14-day period.
4. The statement can be sent:
  - a) by traditional mail - to the Seller's address indicated in point I.1;
  - b) electronically by sending a statement to the Seller's e-mail address indicated in section III.1.
5. If the Customer sends the statement referred to in clause VIII.1 electronically, the Seller shall immediately send to the e-mail address provided by the Customer a confirmation of receipt of the statement of withdrawal from the agreement.
6. In the event of withdrawal from the agreement, the Seller shall reimburse the Customer referred to in clause VIII.1 immediately, no later than within 14 days from the date of receipt of the statement of withdrawal from the agreement, all payments made by him, except for additional costs resulting from the method of delivery chosen by the Customer.
7. The Seller will refund the payment using the same payment methods used in the original transaction, unless the Customer referred to in clause VIII.1 has expressly agreed to a different solution that will not entail any costs for him.
8. The Seller may withhold the refund until the Goods are returned or until proof of return is provided to the Seller, whichever occurs first.

IX. CHANGING THE DATE OF THE EVENT BY THE SELLER

1. In the event that the Seller changes the date, venue or program of the event, the purchased tickets remain valid. In such a situation, the Seller will offer the Customer a place for the selected event on a different date, with a value corresponding to the value of the originally purchased ticket.
2. If the Customer does not like the new date proposed by the Seller or the venue of the event (except for a change of venue within the same city), the Seller will offer the Customer a Voucher with a value corresponding to the price of the purchased ticket to be used in the Seller's Store, and if the Customer does not agree to such a solution, it will refund the money for the unused ticket. The Customer shall inform the Seller of his/her decision to agree to grant a Voucher in place of an unused ticket or request a refund to the e-mail address indicated in section III.1 within 7 days from the date the Seller was informed about the change of the date or place of the event. Funds will be refunded using the same payment methods used in the original transaction, unless you have agreed to a different solution that will not involve any costs to you.

X. RESCHEDULING OF THE RESERVATION BY THE CUSTOMER

1. With respect to the events organized by the Seller, the Customer has the right to change the reservation to another date, including a change to participation in an event taking place in another town where the Seller organizes events.
2. Changing the reservation to the extent referred to in point X.1 is possible no later than 48 hours before the planned event. After this date, it will not be possible to make the change.

XI. COMPLAINT DUE TO NON-CONFORMITY OF GOODS WITH THE SALES CONTRACT

1. In the event of non-compliance of the Goods purchased from the Seller through the Store with the Sales Agreement, the Customer has the right to file a complaint.
2. The complaint should be submitted in writing or by e-mail to the Seller's addresses specified in sections I.1 and III.1 of the Terms and Conditions
3. The Seller shall respond to the complaint request immediately, no later than within 14 calendar days from the date of its notification to the Seller or completion of the information by the Customer. If the Seller does not do so within this period, it is deemed that the Customer's request is justified.
4. A platform for online dispute resolution between consumers and traders at EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual one-stop-shop website for consumers and traders seeking out-of-court settlement of a dispute over contractual obligations arising from an online sales contract or service contract

XII. PERSONAL DATA IN THE ONLINE STORE <https://veavinhoearte.eu>

1. The Seller is the administrator of the Customers' personal data collected through the Store.
2. Customers' personal data collected by the administrator through the Store are collected for the purpose of performing the Sales Agreement, and if the Customer agrees to it - also for marketing purposes.

3. The recipients of the personal data of the Shop's Customers may be:
  - in the case of a Customer who uses the courier/post delivery method in the Store, the Administrator makes the Customer's personal data available to a selected carrier or an intermediary carrying out shipments on behalf of the Administrator;
  - in the case of a Customer who uses the payment methods specified in section VI.2 in the Store, the Administrator makes the Customer's personal data available to the selected entity handling the above payments in the Online Store.
  - the Customer's personal data might be entrusted for processing to entities on the basis of a personal data processing agreement. This is necessary in order to issue an invoice for the ticket purchase.
4. The Customer has the right to access their data in order to verify, modify or remove them from the Seller's database.
5. By accepting these Terms and Conditions, the Customer agrees to the processing of the personal data provided by the Seller for the purpose of performing the Sales Agreement to which the Customer is a party and other services provided by the Seller to the Customer.
6. Providing personal data is voluntary, however, failure to provide the personal data indicated in the Terms and Conditions results in the inability to conclude the Sales Agreement.
7. Personal data is processed for the purposes, scope and based on the principles indicated in the Privacy Policy published on the Store's website at <https://veavinhoarte.eu>.
8. The Client's personal data will not be disclosed to other persons or institutions for marketing purposes without the Client's explicit consent.
9. Detailed information on the protection of the Customer's personal data is available on the Store's website in the "Privacy Policy" document.

#### XIII. REVIEWS IN THE ONLINE STORE

1. The Customer of the Online Shop has the possibility to voluntarily and free of charge leave an opinion on purchases made in the Online Shop. The subject of the opinion may also be an assessment, photo or review of the purchased Product in the Online Store.
2. A review may be issued only by a Customer who has made a purchase in the Seller's Online Store.
3. Reviews issued by the Customer are published by the Seller on the <https://veavinhoarte.eu>.
4. Leaving a review may not be used by the Customer for unlawful activities, in particular for actions constituting an act of unfair competition against the Seller, or for actions infringing personal rights, intellectual property rights or other rights of the Seller or third parties.
5. A review may be issued by the Customer only about the Goods actually purchased by him in the Seller's Online Shop. It is forbidden to enter into fictitious/sham sales contracts for the purpose of leaving a review.
6. The author of the opinion may not be the Seller himself or his employees, regardless of the basis of employment.
7. A review may be deleted at any time by its author.

#### XIV. FINAL PROVISIONS

1. The Terms and Conditions are available to customers free of charge on the Store's website.

2. Contracts concluded through the Store are concluded in Portuguese and English.
3. The Seller reserves the right to amend the Terms and Conditions for important organizational, legal or technical reasons, in particular changes in the law, changes in payment and delivery methods. The Seller will inform the Customer about any change at least 7 days in advance. A Customer who does not accept the new content of the Terms and Conditions is obliged to notify the Seller of this fact within 14 days from the date of informing about the amendment to the Terms and Conditions.
4. Orders placed before the date of entry into force of the new wording of the Terms and Conditions shall be subject to the provisions of the Terms and Conditions in the wording in force on the date of submission.
5. The Terms and Conditions are valid from 30.10.2023.
6. In matters not covered by these Terms and Conditions, generally applicable provisions of Portuguese law shall apply.