Terms and Conditions of the MaLuna online shop (mymaluna.pl and mymaluna.com)

Version 1.2 of 10 November 2026. In force from 10 November 2026.

§ 1. Definitions and scope

1. These Terms set out the rules for using the MaLuna online shop and the rules for concluding and performing sales contracts with Customers.
2. In these Terms:
   1) **Seller** — ZOYA GROUP Sp. z o.o., registered office in Gdańsk, details in § 2.
   2) **Shop** — the online shop run by the Seller at www.mymaluna.pl (Polish version) and www.mymaluna.com (English version). MaLuna is the Seller's brand.
   3) **Consumer** — a natural person who concludes a contract with the Seller that is not directly connected with their business or profession.
   4) **Sole Trader with Consumer Rights** — a natural person running a business who concludes a contract directly connected with that business, where the contract is not of a professional nature for them (§ 12).
   5) **Customer** — a Consumer or a Sole Trader with Consumer Rights.
   6) **Product** — a movable item (clothing or an accessory) offered in the Shop.
   7) **Product Page** — the page of the Shop with the description of the Product, its price, sizes, availability and dispatch time.
   8) **Account** — an electronic service: a set of the Customer's data in the Shop, protected by a password.
   9) **Order** — the Customer's declaration by which they conclude the Contract: clicking the button in § 5(2)(5) or the email accepting an offer (§ 5a(4)).
   10) **Contract** — a sales contract for a Product concluded by the Customer with the Seller in the Shop or by email when a Product is made to order (§ 5a).
   11) **Pre-order** — the sale of a Product that will be dispatched on the date given on the Product Page, later than the usual dispatch time (§ 6).
   12) **Atelier Line** — the MaLuna Atelier line of Products, sold in Pre-order from 1 December 2026.
   13) **Embroidery** — initials embroidered on a Product according to the text given by the Customer in the Order or, for a Product made to order, in the enquiry and the offer (§ 5a).
   14) **Durable Medium** — a material or tool that makes it possible to store information addressed personally to the Customer and to reproduce it unchanged, for example an email with a PDF attachment.
   15) **OWH** — the general terms of trade for businesses buying Products for resale, available at /owh-b2b (PL) and /trade-terms (EN).
3. These Terms apply to Customers. Purchases by businesses for resale are governed by the OWH.
4. The Shop sells only Products. It does not sell digital content, digital services or paid services.
5. These Terms do not exclude or limit the Customer's rights under mandatory law. A term that is less favourable to the Consumer than the statute is not binding. The statutory provision applies instead.

§ 2. Seller and contact

1. The Seller is ZOYA GROUP Spółka z ograniczoną odpowiedzialnością, ul. Szafarnia 11 lok. F8, 80-755 Gdańsk, Poland, entered in the register of entrepreneurs of the National Court Register (Krajowy Rejestr Sądowy, KRS) under KRS number 0000876118, kept by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register (Sąd Rejonowy Gdańsk-Północ w Gdańsku, VII Wydział Gospodarczy KRS), tax number (NIP) 5833416299, statistical number (REGON) 387816925, share capital PLN 10,000.00, BDO registration number 000510768. The owner of the MaLuna brand is ZOYA GROUP Sp. z o.o.
2. You can contact the Seller:

1) by email: sklep@mymaluna.pl — orders, questions about Products, withdrawal from the contract, returns and complaints;
2) by telephone or text message (SMS): +48 784 211 680; the cost of the call or text message is set by the Customer's operator's tariff, with no extra charges;
3) by post: ZOYA GROUP Sp. z o.o., ul. Szafarnia 11 lok. F8, 80-755 Gdańsk, Poland;
4) through the contact form on the "Contact" page of the Shop.

3. Address for returning Products after withdrawal from the contract and in a complaint: ZOYA GROUP Sp. z o.o. — magazyn (warehouse), ul. Gołębia 9B, 83-050 Bąkowo, Poland.
4. The Seller and the party to the Contract is only ZOYA GROUP Sp. z o.o. The provider of the Shop software, payment operators and carriers are not parties to the Contract.

§ 3. Electronic services, Account and purchases without an Account

1. In the Shop the Seller provides these electronic services free of charge:
   1) browsing the content of the Shop;
   2) the Order form (basket);
   3) the Account;
   4) the newsletter — for people who have signed up for it;
   5) the online withdrawal form — a permanent "Withdraw from the contract" page, available from a link in the footer of every page of the Shop (§ 9(3));
   6) the contact form — on the "Contact" page (§ 2(2)(4));
   7) the Product availability notification — signing up with an email address on the Product Page when the Product is unavailable and the Product Page shows this option (§ 3(5a)).

   The Shop does not collect or publish reviews of Products.
2. Technical requirements. To use the Shop you need:
   1) a device with internet access;
   2) an up-to-date web browser with JavaScript and cookies enabled;
   3) an active email address — to place an Order, open an Account, sign up for the newsletter and for an availability notification and send the contact form.

   The Shop's forms may be protected by a tool that detects automated programs (reCAPTCHA). The Privacy Policy gives the details.
3. Ban on unlawful content. The Customer must not provide unlawful content to the Shop, in particular in forms and messages. The Customer gives true data and uses the Shop in a way that does not disrupt its operation.
4. Account.
   1) The Account is optional. An Order can be placed without an Account.
   2) The contract for keeping an Account is concluded when the Customer completes the registration form and accepts these Terms. We confirm the opening of the Account by email to the address given in the form; the email contains a link to confirm the Account's email address. The registration form has two types of Account: "Private person" („Osoba prywatna") and "Company" („Firma"). The rules for approving a "Company" Account and for purchases by businesses are set out in the OWH; the other rules for the Account, including the "Company" Account, are set out in these Terms.
   3) The contract for keeping an Account is concluded for an indefinite period. There is no minimum period.
   4) The Customer may at any time, without giving a reason and at no cost, terminate the contract for keeping an Account, that is, delete the Account. An email to sklep@mymaluna.pl is enough; a "Company" Account can also be deleted by an email to sales@mymaluna.com. Orders placed before the Account is deleted are performed under the Contract.
   5) The Seller may terminate the contract for keeping an Account only for a valid reason, with 30 days' notice. Valid reasons are: (a) providing unlawful content; (b) actions that disrupt the operation of the Shop or

breach the security of other Customers; (c) entering another person's data in the Account without their authorisation; (d) closing the Shop; (e) failure to confirm the Account's email address — with the link in the email or by replying to the reminder from the Account's address — within 90 days of sending a reminder that announced the deletion of the Account and gave its date; in this case the notice of termination is that reminder, and the notice period is 90 days (point 6). We send the notice of termination by email and give the reason in it.

6) An Account whose email address has not been confirmed — with the link in the email or by replying to the reminder from the Account's address — within 90 days may be deleted by us for the reason in point 5(e). We send the reminder by email to the Account's address; in it we give the reason and the deletion date, which is not earlier than the day after the end of 90 days from sending the reminder. If the Customer confirms the Account's email address on the day before that date at the latest, we do not delete the Account. If the reminder comes back as undelivered, it is not a notice of termination.

5. Browsing the content of the Shop, the Order form, the contact form and the online withdrawal form. The contract for using each of these services is concluded when the Customer starts using it, for example starts filling in the form. It ends when the form is sent (for the Order form — when the Order is placed), or earlier, when the Customer stops using the service or closes the page.

5a. Availability notification. The contract is concluded when the Customer enters an email address on the Product Page and clicks the sign-up button. When the Product becomes available again, we send the Customer one notification by email. It contains only the information that this Product is available and a link to its Product Page; we do not use the address given for the notification to send any other messages, including advertising. The contract ends when the notification is sent, when the Customer cancels (by email to sklep@mymaluna.pl), when the Product is withdrawn from sale in the Shop or 12 months after the sign-up, whichever comes first. The notification is not a reservation of the Product.

6. Newsletter. We send the newsletter only to a person who has signed up for it and given consent. The newsletter contract is concluded for an indefinite period. The Customer may unsubscribe from the newsletter at any time with the link in each message or by email to sklep@mymaluna.pl.

7. Complaints about electronic services. A complaint about the operation of the Shop or a service listed in paragraph 1 can be made by email to sklep@mymaluna.pl or by post to the address in § 2(2)(3). It helps to describe the problem and give contact details. This makes the matter easier, but it is not a condition for considering the complaint. We reply within 14 days of receiving the complaint, by email or by post.

§ 4. Prices

1. Prices in the Shop are gross prices. They include VAT.

2. On mymaluna.pl prices are given in Polish zloty (PLN). On mymaluna.com prices are given in the currency chosen by the Customer from the currencies available in the Shop; the default currency is the euro. The price in the currency in which the Customer places the Order is binding. For delivery to a country outside the European Union, customs duties, import taxes and charges collected on customs clearance by that country or by the carrier on its behalf may apply. They are not part of the price or of the delivery costs in the basket or in the offer (§ 5a), and they are borne by the Customer.

3. The price of a Product does not include delivery costs. Delivery methods and their costs are shown in the basket, before the Order is placed (§ 8). Before the Order is placed the basket shows the total price including delivery costs.

4. The Customer pays for the Product the price shown in the Shop when the Order is placed. A later change of price in the Shop does not affect Orders already placed.

5. When we announce a price reduction for a Product, we also show the lowest price of that Product in the 30 days before the reduction. If the Product has been on sale for less than 30 days, we show the lowest price from the day sales started to the day of the reduction. The same applies to advertising a Product with a price.

6. If there is a discrepancy or doubt about the price of a Product, the Customer may demand the sale at the price most favourable to them.

7. We do not set prices individually for the Customer on the basis of automated decision-making.

8. The rules by which the Seller sets prices in different shops and sales channels are not part of the Contract.

§ 5. Order and conclusion of the Contract

1. The description of the Product on the Product Page (photos, composition, size chart, colour, availability, dispatch time) shows its main characteristics. We give the manufacturer's details and the Product safety information on the Product Page.
2. An Order in the basket is placed as follows:
   1) on the Product Page the Customer chooses the size and, where available, other options from the list, and then adds the Product to the basket;
   2) the Customer goes to the Order and gives their details and the delivery address;
   3) the Customer chooses the delivery method and the payment method; at the start of this step the Shop shows the delivery countries and the available payment methods;
   4) the Customer checks the summary: Products, total price including delivery costs, dispatch time and details;
   5) the Customer accepts these Terms and clicks the button "Order with obligation to pay" („Zamawiam z obowiązkiem zapłaty").
3. Until the button is clicked the Customer may correct their details and the contents of the basket.
4. The Contract is concluded when the button in paragraph 2 point 5 is clicked. Without undue delay after that we send the Customer an email confirming receipt of the Order from sklep@mymaluna.pl.
5. We give confirmation of the conclusion of the Contract on a Durable Medium: by email with the content of the Order (for a Product made to order — the content of the offer), these Terms and the information on the right of withdrawal (Annex 2) — in a PDF attachment or in the body of the message. We do this at the latest when the Product is delivered.
6. If after the Contract is concluded it turns out that we cannot deliver a Product, we inform the Customer by email without undue delay. The Customer chooses whether to: (a) cancel the whole Order, (b) receive the other Products, or (c) wait for the Product, if we give a new date. We refund payment for Products that we will not deliver without undue delay, no later than 14 days from the day on which the Customer told us their choice. If the Customer does not reply, this does not mean that the Order is cancelled; the Customer may cancel at any time before dispatch.
7. If an Order includes Products with different dispatch times, for example a Product in stock and a Product in Pre-order, we may send them separately. The Customer does not pay extra delivery costs because of this.

§ 5a. Made to order — enquiry by email, phone or text message, Contract by email

1. If the Product Page states, next to a size, that we will make that size to order, that size cannot be bought in the basket. The Customer may ask about it by email to sklep@mymaluna.pl or by phone or text message (SMS) at +48 784 211 680. We conclude the Contract only by email (paragraphs 4 and 5). We make the Product in the size and variant from the Product Page. Making to order is not a Pre-order (§ 6) and does not apply to the Atelier Line.
2. The Customer's email, phone call or text message is an enquiry. An enquiry is not an Order and does not oblige the Customer to buy. In the enquiry the Customer states the Product, size, variant, number of pieces, delivery country and the email address to which we should send the offer. They may also state the delivery method, the date by which the Product is needed (paragraph 7), the Embroidery text (if the Product Page provides for Embroidery) and a request for an invoice with the invoice details (a sole trader also gives their NIP or EU VAT number). The Customer gives their first name and surname, a delivery address in the country stated in the offer and a phone number for the carrier in the enquiry or in the email accepting the offer. If the Customer does not give them, we ask for them by email and dispatch the Product once we have received them. These details do not change the offer.
3. We reply to the enquiry by email, also when the Customer enquired by phone or text message. We send an offer when we can make the size and deliver the Product to the country given in the enquiry. We deliver only to

the countries the Shop shows when the delivery method is chosen (§ 8(1)). If we cannot make the size or do not deliver to that country, we say so in our reply. The offer is on a Durable Medium and contains:

1) the Product, size, variant, number of pieces, the Embroidery text (if the Customer wants it) and the main characteristics of the Product from the Product Page on the day the offer is sent: description, colour, composition and the measurements of the size from the size chart; we also add a link to the Product Page;
2) gross prices in one currency: (a) the price of the Product — the retail price of that size on the Product Page on the day the offer is sent; (b) the delivery cost, the same as in the Shop's basket, for the delivery method chosen by the Customer or, if the Customer did not choose one, for the cheapest standard delivery method to the country given in the enquiry; (c) the total price. We give prices in Polish zloty according to mymaluna.pl, and to a Customer who writes in English or asks for it — in euro or in another currency available on mymaluna.com, according to mymaluna.com. The prices and currency in the offer are binding;
3) the payment method and payment period (paragraph 6) and, for payment by bank transfer, the bank account number of ZOYA GROUP Sp. z o.o. and the transfer reference;
4) the dispatch time, counted in days from receipt of the payment (paragraph 6), and the carrier's delivery time;
5) the date and time (Polish time) until which the offer is valid; if the offer does not state it, it is valid for 7 days from sending;
6) the Seller's details (§ 2); the information on the right of withdrawal from the Contract (Annex 2) and the model withdrawal form (Annex 1); information on liability for the conformity of the Product with the Contract and on complaints (§ 11); information on out-of-court dispute resolution (§ 13);
7) these Terms as a PDF file.

We put the Product with its main characteristics and the total price at the beginning of the offer. If the price of that size on the Product Page falls before the offer is accepted, we send a new offer at the Customer's request.

4. The Customer accepts the offer by an email that must reach us before the offer expires. In that email the Customer expressly confirms that they accept the offer and know that the order implies an obligation to pay, for example with the words: "I accept the offer and I order with obligation to pay" („Przyjmuję ofertę i zamawiam z obowiązkiem zapłaty"). This email is the Order. By accepting the offer the Customer accepts the version of these Terms attached to the offer. The following is not an acceptance of the offer: (a) a reply without such confirmation — we then ask the Customer to confirm; (b) a reply that changes or adds to the offer, for example the size, variant, number of pieces, delivery country, delivery method or Embroidery text — we then send a new offer that replaces the previous one or, if we cannot make the size or do not deliver to that country, a reply under paragraph 3; the first name and surname, delivery address and phone number (paragraph 2), a request for an invoice with the invoice details (paragraph 9) and a sole trader's declaration under § 12(3) do not change the offer; (c) consent given by phone, by text message, through the contact form or in any way other than by email; (d) an email that reaches us after the offer has expired — we then inform the Customer without undue delay that the Contract has not been concluded and, if we can make the size, we send a new offer.
5. The Contract is concluded when we receive the email under paragraph 4. A phone call or text message does not conclude the Contract. After a call or text message we send the offer by email, and the Customer concludes the Contract only by an email sent after receiving the offer. We confirm the conclusion of the Contract without undue delay by email from sklep@mymaluna.pl, at the latest when the Product is delivered (§ 5(5)). The confirmation contains the content of the offer, the date the Contract was concluded and these Terms as a PDF file. Messages sent automatically by the Shop's system when we enter an order into it do not change the terms of the offer to the Customer's disadvantage. If such a message states a lower price (§ 4(6)) or a longer payment period, we apply those terms, which are more favourable to the Customer.
6. The Customer pays the whole price and the delivery cost in advance, by the method given in the offer, within 7 days of the conclusion of the Contract. If the payment is not received on time, § 7(4) applies. A payment alone is not an acceptance of the offer and does not conclude the Contract. If we receive a payment without the email under paragraph 4, we ask the Customer by email to send it. Until then we do not make the Product. If the email under paragraph 4 does not reach us before the offer expires, or the Customer asks for a refund, we refund the payment within 14 days of the offer's expiry or of the Customer's request, by the same payment method (§ 7(8)). At the Customer's request we credit the payment towards a new offer. We make the Product

once the Contract has been concluded and we have received the payment. We count the dispatch time in the offer from the day we receive the payment, and if the payment arrives before the Contract is concluded — from the day the Contract is concluded. This is the agreed dispatch time, also when it is longer than 30 days.

7. If the Product is needed by a specific date, the Customer may give that date in the enquiry. In the offer we then say whether the Product will arrive before that day. If we do not dispatch or deliver the Product within the time in the offer, we inform the Customer by email without undue delay and give the reason. The Customer may then: (a) set us an additional period and, if it passes without delivery, withdraw from the Contract; (b) withdraw from the Contract immediately if we have refused to deliver the Product or if the time in the offer was essential for the Customer, in particular when before the conclusion of the Contract they gave the date by which the Product is needed; (c) agree to a new date. A new date is binding only with the Customer's express consent; we confirm it by email. On withdrawal we refund the whole payment, including the delivery cost, within 14 days of receiving the statement, by the same payment method.
8. The Customer may withdraw from the Contract under § 9, also before the Product is made and dispatched. Choosing a size and variant from the Product Page is not a Customer specification (§ 10(3)), so the fact that the Product is made to order does not exclude the right of withdrawal. If the Customer withdraws before dispatch, we refund the whole payment, including the delivery cost, within 14 days of receiving the statement. After the Product has been delivered, we refund payments under § 9(5). We reduce the delivery cost only under § 9(5)(2), if the Customer chose a more expensive delivery method themselves, or under § 9(5)(2a), if the Customer withdraws from the Contract only in respect of some of the Products.
9. For a Product made to order, § 4(3) and (4), § 5(2)–(4), § 7(1) and (3) and § 8(2) do not apply. The price, the delivery cost and method, the payment method and the dispatch time are set by the offer. Where these Terms refer to the basket, the Order summary or the email confirming the Order, this means the offer (paragraph 3) and the email confirming the conclusion of the Contract (paragraph 5). The Customer may request an invoice (§ 7(7)) in the enquiry, in the email accepting the offer or later by email, within the period set by the VAT regulations. The other provisions of these Terms apply unchanged.

§ 6. Pre-order

1. A Product in Pre-order has on its Product Page a pre-order label, the dispatch date and the latest delivery date in Poland and in other European Union countries; for delivery outside the European Union we give the delivery date in the basket after the delivery country is chosen, before the Order is placed. These dates are the agreed dispatch and delivery dates, also when they are later than 30 days from the conclusion of the Contract. We repeat the dates in the basket, in the Order summary and in the confirmation email.
2. In Pre-order the Customer pays 100% of the price and the delivery cost in advance, with the Order, by one of the payment methods shown with the Order.
3. The Product Page may give the maximum number of pieces of one design in one Order. The Shop will not accept an Order above this limit.
4. Atelier Line — special rules:
   1) The Atelier Line Pre-order runs from 1 December 2026, 8:00, to 20 January 2027, 23:59.
   2) Dispatch: 27 January 2027.
   3) Delivery: in Poland by 31 January 2027; in other European Union countries by 5 February 2027; outside the European Union — on the date given in the basket after the delivery country and delivery method are chosen, before the Order is placed: the dispatch date of 27 January 2027 plus the delivery time of the chosen delivery method.
   4) An Atelier Line design goes into production if orders for that design reach at least 30 pieces. We count the pieces of that design, in all sizes and colours, from orders placed in the Shop (mymaluna.pl and mymaluna.com) under the Shop's terms and paid in full, and from orders placed under the OWH for which the whole advance payment under OWH § 6(3) has been credited to the seller's account (OWH § 7(3)) — as at 20 December 2026, 23:59. We do not count pieces that have been cancelled or pieces for which either party withdrew from the contract before that time; we count the other pieces of that order. Except as provided in point 4a, this is the only condition for starting production.

4a) An Atelier Line design on whose Product Page the statement “Made regardless of the number of orders” has appeared no later than 20 December 2026, 23:59, goes into production regardless of the number of pieces ordered. We do not remove this statement from the Product Page until the end of the Pre-order. The condition in point 4 does not apply to such a design, and the Contract in the part relating to that design does not expire under point 5; if another design in the same Order does not reach the number in point 4, such a design is one of the other Products within the meaning of point 5.

5) If the design does not reach that number, we inform the Customer by email by 21 December 2026. The Contract expires in the part relating to that design. We refund the whole payment for that design, including the delivery cost, within 7 days of 20 December 2026, that is by 27 December 2026, by the same payment method the Customer used. If the Order also includes other Products, in the same email we ask the Customer whether they: (a) cancel the whole Order — then we refund the whole payment for the Products we have not yet dispatched, including the delivery cost, by 27 December 2026, and if the Customer gives their choice later — within 7 days of the day the choice is given, by the same payment method; Products from that Order that we have already dispatched may be sent back by the Customer within 14 days of the day the choice is given, at our cost. We refund their price within 14 days of receiving the Product or proof that it has been sent back, by the same payment method. This does not limit the right under § 9; (b) want to receive the other Products. Until the Customer replies we do not dispatch the other Products. If the Customer does not reply, this does not mean that the Order is cancelled. If the Customer does not reply within 7 days of the email, we repeat the question by email. If they do not reply within 7 days of the repeated question either, we perform the remaining part of the Order on the dates in the Contract. The Customer then keeps the right of withdrawal under § 9, and if they use it for those Products, we bear the cost of sending them back.

6) After 20 December 2026 the Pre-order covers only designs that have gone into production.

5. If we do not dispatch or deliver a Product in Pre-order by the date in § 6(1) (Product Page or basket), we inform the Customer by email without undue delay and give the reason. The Customer may then set us an additional period to deliver the Product and, if it passes without delivery, withdraw from the Contract. The Customer may withdraw from the Contract immediately, without an additional period, if we have refused to deliver the Product or if the date was essential for them, in particular when before the conclusion of the Contract they told us that the Product is needed by a specific date. The Customer may also agree to a new date. A new date is binding only with the Customer’s express consent; we confirm it by email. On withdrawal we refund the whole payment, including the delivery cost, within 14 days of receiving the statement, by the same payment method.
6. The Customer may withdraw from a Contract in Pre-order under § 9, also before dispatch and before receiving the Product. The 14-day period ends 14 days after the day on which the Customer, or a person indicated by them other than the carrier, takes physical possession of the Product (§ 9(2)). If the Customer withdraws before dispatch, we refund the whole payment, including the delivery cost, within 14 days of receiving the statement.

§ 7. Payments

1. Payment methods available for making a payment:
   1) traditional bank transfer to the Seller’s bank account — in Polish zloty in the mymaluna.pl version and in euro in the mymaluna.com version (paragraph 3);
   2) online payments in Polish zloty within Shoper Płatności: BLIK, fast bank transfer and payment cards: Visa and Mastercard;
   3) online payment by payment card in euro — within Stripe.

   Online payments (points 2 and 3) are available from the moment the payment operator launches them in the Shop; until then the Customer pays by traditional bank transfer. The Shop does not accept payment on delivery (cash on delivery). The Shop shows the payment methods available at a given time with the Order, at the latest at the start of the payment step. The Customer chooses one of them.
2. Online payments (for example BLIK, card, fast bank transfer) are handled by the payment operator shown when the payment method is chosen:
   1) payments in Polish zloty — within Shoper Płatności: the entity providing online payment services for fast bank transfer payments is Autopay S.A., based in Sopot; the entity providing online payment services for

BLIK payments is Autopay S.A.; the entity providing online payment services for card payments is Autopay S.A.; supported payment card types: Visa, Mastercard;

2) payments in euro and other currencies — Stripe.

The operator processes the payer's data under the rules described in the Privacy Policy (point 8.2) and in its own documents.

3. For payment by traditional bank transfer we give the Seller's bank account number and the transfer reference in the email confirming the Order. The payee of the transfer is ZOYA GROUP Sp. z o.o. The Customer pays within 7 days of the conclusion of the Contract. In Pre-order the Product is reserved for the Customer only after payment.
4. If the payment is not received on time, we send an email with a reminder and an additional period of 7 days. If that period passes without payment, we may withdraw from the Contract. We inform the Customer of this by email. The Customer does not pay any fees or penalties for this.
5. We do not charge extra fees for the choice of payment method.
6. The Shop does not take deposits or other financial security.
7. At the Customer's request we issue an invoice. The request is made with the "I want to receive an invoice" field („Chcę otrzymać fakturę") in the Order.
8. A refund of a payment made by payment card is made to the bank account linked to that card. A refund of any other payment, including a fast bank transfer, BLIK and a traditional bank transfer, is made to the account from which that payment came (the source account). Another refund method is possible only with the Customer's express consent and at no cost to them (§ 9(5)(3)).

§ 8. Delivery

1. We deliver Products to the countries the Shop shows when the delivery method is chosen. We send to the address the Customer gives in the Order or, for a Product made to order, in the enquiry, in the email accepting the offer or later by email (§ 5a(2)).
2. Delivery methods and their costs are shown in the basket after the delivery country is chosen, before the Order is placed.
3. The delivery time is the time to prepare the Order for dispatch plus the carrier's delivery time. We give the dispatch time of a Product on the Product Page, in Pre-order — the dispatch date and the latest delivery date (§ 6(1)), and for a Product made to order — the dispatch time and the delivery time in the offer (§ 5a(3)(4) and § 5a(6)). We start fulfilling an Order once it has been paid. The dispatch time given on the Product Page (the Order fulfilment time) runs from the crediting of the Seller's bank account or settlement account, that is, from the moment a traditional bank transfer is credited to the Seller's bank account or from the moment an online payment (BLIK, fast bank transfer, payment card) is positively authorised. This does not change the dates in § 6(1). If neither the Product Page nor the offer gives another date, we hand over the Product without undue delay, no later than 30 days from the conclusion of the Contract.
4. The Shop does not offer personal collection.
5. We are responsible for the Product until the Customer receives it. The risk of loss of or damage to the Product passes to the Customer when the Product is handed over to them. If the Customer chose a carrier that the Shop does not offer, the risk passes when the Product is handed over to that carrier.
6. Please check the parcel on receipt. This is a request, not a condition for a complaint. The lack of a report drawn up with the carrier does not limit the Customer's rights.
7. If a parcel comes back to us uncollected, we contact the Customer by email and agree on re-sending it. The cost of re-sending is borne by the Customer — in the amount of the cost of that delivery method shown in the basket or given in the offer (§ 5a) — unless the parcel came back for a reason for which we or the carrier are responsible. If the Customer does not reply within 14 days, we send a second email with an additional period of 14 days. If that period passes without effect, we may withdraw from the Contract. We inform the Customer of this by email and refund the whole payment, including the delivery cost, within 14 days, by the same payment method.

§ 9. Right of withdrawal from the Contract

1. The Customer may withdraw from the Contract within 14 days without giving any reason, also from a Contract for a Product with Embroidery (§ 10). The statement of withdrawal may also be made before the Product is received, including before it is dispatched.
2. The 14-day period runs from the day on which the Customer, or a person indicated by them other than the carrier, takes physical possession of the Product. If the Order includes several Products delivered separately, the period runs from the day on which physical possession of the last of them is taken.
3. To withdraw from the Contract, the Customer sends us a statement of withdrawal in any form, for example by email to sklep@mymaluna.pl or by letter to the address in § 2(2)(3). The Customer may use the model form (Annex 1), but does not have to. To meet the deadline it is enough to send the statement before the period ends. The statement can also be made through the online form on the "Withdraw from the contract" page of the Shop (§ 3(1)(5)). In that case we send the Customer an acknowledgement of receipt of the statement on a Durable Medium (by email) without undue delay, with the date and time of receipt.
4. After withdrawal the Contract is treated as not concluded.
5. Refund of payments.
   1) We refund all payments received from the Customer, including the cost of delivering the Product to the Customer, without undue delay and no later than 14 days from the day we receive the statement of withdrawal.
   2) If the Customer themselves chose a delivery method more expensive than the cheapest standard delivery method offered by the Shop to the delivery country, we refund the delivery cost up to the amount of the cheapest standard delivery method to that country.
   2a) If the Customer withdraws from the Contract only in respect of some of the Products in an Order, we refund the price of those Products. We then refund the delivery cost only to the extent that it would have been lower without those Products. If the Customer withdraws from the Contract in respect of all the Products in an Order, also by several statements, we refund the delivery cost under points 1 and 2.
   3) We make the refund by the same payment method the Customer used. Another method, for example a voucher or gift card, is possible only with the Customer's express consent and at no cost to them.
   4) We may withhold the refund until we receive the Product back or proof that it has been sent back, whichever is earlier.
6. Sending back the Product.
   1) The Customer sends the Product back to the address in § 2(3) without undue delay, no later than 14 days from the day of withdrawal from the Contract. To meet the deadline it is enough to send the Product back before the period ends.
   2) We do not collect Products from the Customer.
   3) The Customer bears the direct cost of sending back the Product. This does not apply to sending back under § 6(4)(5), the cost of which we bear.
   4) Please pack the Product carefully and include the Order or offer number. This makes the return easier, but it is not a condition for the withdrawal to be effective.
7. Diminished value of the Product. The Customer may examine the Product as they would in a shop, including trying it on. The Customer is liable for any diminished value of the Product resulting from use beyond what is necessary to establish its nature, characteristics and functioning. Examples: an outfit worn at a celebration, washed, stained or with an odour. In such a case we may deduct from the refund an amount equal to the diminished value and we explain it to the Customer by email.
8. Size exchange. We do not exchange a Product for another size as part of a return. To get another size, the Customer withdraws from the Contract and places a new Order.
9. Information on the right of withdrawal from the Contract is in Annex 2.

§ 10. Product with Embroidery

1. The right of withdrawal from the Contract also applies to a Product with Embroidery made to the text given by the Customer in the Order or, for a Product made to order, in the offer (for example initials of up to 3 characters), on the same rules as for other Products (§ 9). The Shop does not exclude the right of withdrawal for any Product.
2. Embroidery is an option. The Customer decides on it when placing the Order or, for a Product made to order, in the enquiry (§ 5a(2)).
3. Choosing a size, length, colour or another option from the list on the Product Page is not a Customer specification and does not exclude the right of withdrawal.
4. Embroidery does not limit the Customer's rights in the event of a lack of conformity of the Product with the Contract (§ 11), also when the lack of conformity concerns the Embroidery itself.

§ 11. Lack of conformity of the Product with the Contract (complaints)

1. The Seller is liable to the Customer for a lack of conformity of the Product with the Contract that existed at the time of delivery and became apparent within 2 years of delivery. During this time the lack of conformity is presumed to have existed at the time of delivery.
2. Photos and the description on the Product Page are part of the description of the Product and, for a Product made to order, so is the description in the offer (§ 5a(3)(1)). The shade on screen depends on the device settings. This does not limit our liability for the conformity of the Product with the Contract.
3. A complaint can be made by email to sklep@mymaluna.pl or by post to the address in § 2(2)(3). It helps to give the Order or offer number, the name of the Product, a description of the problem and the request. A photo may be attached. Proof of purchase may be, for example, the email confirming the Order. None of these is a condition for considering the complaint.
4. The Customer may request repair or replacement of the Product. The choice belongs to the Customer. We may replace the Product when the Customer requests repair, or repair it when the Customer requests replacement, if the method chosen by the Customer is impossible or would require excessive costs. When both methods are impossible or would require excessive costs, we may refuse to bring the Product into conformity with the Contract.
5. We carry out repair or replacement within a reasonable time and at our cost, including shipping costs. We collect the Product for repair or replacement from the Customer at our cost — after the complaint we agree the method of collection with the Customer: we send a carrier label paid for by the Seller or we refund the Customer the cost of sending back.
6. The Customer may make a statement of price reduction or of withdrawal from the Contract when:
   1) we have refused repair and replacement;
   2) we have not repaired or replaced the Product;
   3) the lack of conformity continues despite repair or replacement;
   4) the lack of conformity is so significant that it justifies a price reduction or withdrawal without prior repair or replacement;
   5) it is clear from our statement or from the circumstances that we will not bring the Product into conformity with the Contract within a reasonable time or without excessive inconvenience to the Customer.
7. We refund the amount of the price reduction within 14 days of receiving the Customer's statement. The Customer may not withdraw from the Contract when the lack of conformity is minor; the lack of conformity is presumed to be significant. After withdrawal the Customer sends the Product back at our cost to the address in § 2(3), and we refund the price within 14 days of receiving the Product or proof that it has been sent back, by the same payment method.
8. Until we perform our obligations under paragraphs 4–7, the Customer may withhold payment.
9. We reply to a complaint within 14 days of receiving it, by email or by post. If we do not reply within this time, we are deemed to have accepted the complaint.

10. The Seller does not give a guarantee for the Products and does not provide after-sales services. A guarantee, if one is given, does not limit the rights under this paragraph.

§ 12. Sole Trader with Consumer Rights

1. A Sole Trader with Consumer Rights is a Customer within the meaning of these Terms. In particular, they have the rights under §§ 9–11. Terms that by law apply only to Consumers (e.g. § 13) are applied to them where the law allows.
2. A contract is not of a professional nature for a sole trader when this follows from its content, in particular from the sole trader's business activity as published in CEIDG (the Polish business register). Buying Products for one's own use, and not for resale, is usually of that nature.
3. When the content of the Contract does not show whether it is of a professional nature for the sole trader, the sole trader may, at the latest when concluding the Contract, make a declaration on whether it is of that nature. For a Product made to order, they may make it in the enquiry or in the email accepting the offer (§ 5a). Making this declaration is voluntary. We do not make sending an offer or the conclusion of the Contract depend on it.
4. The provisions on unfair contract terms also apply to a Sole Trader with Consumer Rights.

§ 13. Out-of-court dispute resolution

1. The Customer may use out-of-court methods to resolve a dispute with the Seller. Out-of-court proceedings usually start after the complaint has been considered. Examples:
    1) free help from a municipal or district consumer ombudsman (miejski lub powiatowy rzecznik konsumentów);
    2) mediation or a permanent consumer arbitration court at a voivodeship inspectorate of the Trade Inspection (Inspekcja Handlowa); for the Seller the competent body is the Pomeranian Voivodeship Inspector of Trade Inspection in Gdańsk (Pomorski Wojewódzki Inspektor Inspekcji Handlowej w Gdańsku), ul. M. Konopnickiej 4, 80-240 Gdańsk, Poland, www.ihgd.pl;
    3) list of bodies authorised to resolve consumer disputes out of court: https://polubowne.uokik.gov.pl;
    4) in a cross-border dispute (Customer from another EU country): European Consumer Centre Poland (Europejskie Centrum Konsumenckie w Polsce), https://konsument.gov.pl, and information from the European Commission: https://consumer-redress.ec.europa.eu/index_en.
2. The Seller undertakes to take part in out-of-court dispute resolution proceedings before the Pomeranian Voivodeship Inspector of Trade Inspection in Gdańsk. If a complaint is not accepted, in our reply we give the Customer by email a statement of this consent.
3. Using out-of-court dispute resolution is voluntary. It does not deprive the Customer of the right to go to court.

§ 14. Personal data

1. The controller of Customers' personal data is the Seller, ZOYA GROUP Sp. z o.o.
2. The rules for processing personal data, the Customer's rights and information on cookies are set out in the Privacy Policy: /polityka-prywatnosci (PL), /privacy-policy (EN).

§ 15. Changes to these Terms

1. We may change these Terms only for a valid reason. Valid reasons are:
    1) a change in the law that affects the content of these Terms;
    2) a court judgment, decision, recommendation or guidelines of a public authority that concern the Seller or these Terms;
    3) a change in the Seller's details given in these Terms;
    4) the introduction of a new electronic service or the change or withdrawal of an electronic service, including a change in how the Account works;
    5) a change in the available payment or delivery methods;

6) the need to improve the security of the Shop or the protection of data;

7) the correction of a clerical error or an ambiguity, which does not change the Customer's rights and obligations to their disadvantage.

2. We inform Customers who have an Account or have signed up for the newsletter of a change by email at least 14 days before the day the change enters into force. In the email we give the reason for the change, a description of the changes and the date they enter into force. We attach the new text of these Terms as a PDF file. We apply a shorter period only when the law or a decision of an authority requires it.
3. A Customer who does not accept the changes may, before the day they enter into force, terminate at no cost the contract for keeping an Account (§ 3(4)(4)) or the newsletter contract, that is, unsubscribe from the newsletter (§ 3(6)). The termination takes effect at the latest on the day before the changes enter into force.
4. Orders placed before the day a change enters into force are governed by these Terms as worded on the day the Order was placed. For a Product made to order, the version of these Terms attached to the accepted offer (§ 5a(3)(7)) applies, also when the Customer accepted the offer after the day the change entered into force.
5. A change to these Terms does not change the information given to the Customer before the conclusion of the Contract which forms part of it.

§ 16. Final provisions

1. These Terms are available free of charge in the Shop at /regulamin (PL) and /terms (EN), also as a PDF file that can be downloaded, saved and printed. On request we send them by email.
2. Polish law applies to the Contracts. The choice of Polish law does not deprive the Consumer of the protection given by the mandatory provisions of the law of the country in which they have their habitual residence.
3. A dispute with the Seller is heard by the court with jurisdiction under the general rules.
4. The Seller does not apply a code of good practice in the Shop.
5. These Terms apply from 10 November 2026. Orders placed from that day are governed by these Terms, which the Customer accepts when placing the Order (§ 5(2)(5)) or when accepting an offer (§ 5a(4)). A person who opened an Account before that day, including a "Company" Account, accepts these Terms when placing the first order in the Shop or when first accepting an offer (§ 5a(4)) from that day, including an order under the OWH (such an order is governed by the OWH); from that moment these Terms cover their contract for keeping an Account. Until then we apply to them those provisions of these Terms on the Account that are more favourable to them than the provisions of the previous shop terms (the „Regulamin hurtowni", Wholesale Terms), in particular § 3(4)(4) and (5). To a person who signed up for the newsletter before that day we apply § 3(6).
6. We send previous versions of these Terms by email on request, also as a PDF file.
7. These Terms have a Polish version (/regulamin) and an English version (/terms) with the same content. A Customer who concluded the Contract through the English version of the Shop or on the basis of an offer in English may rely on the English version. In the event of a discrepancy we apply the wording that is more favourable to the Customer.

Annex 1. Model withdrawal form

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

— To: ZOYA GROUP Sp. z o.o., ul. Szafarnia 11 lok. F8, 80-755 Gdańsk, Poland, email: sklep@mymaluna.pl

— I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods: …… (Product name, size; Order or offer number, if known)

— 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 2. Information on the right of withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods. If the contract relates to multiple goods ordered in one order and delivered separately, the withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you must inform us (ZOYA GROUP Sp. z o.o., ul. Szafarnia 11 lok. F8, 80-755 Gdańsk, Poland, telephone: +48 784 211 680, email: sklep@mymaluna.pl) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the model withdrawal form (Annex 1 to the Terms), but it is not obligatory.

You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our website www.mymaluna.pl or www.mymaluna.com (the “Withdraw from the contract” page, link in the footer of every page of the Shop). If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by email) without delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Withdrawal before you receive the goods: you may also withdraw from the contract before you receive the goods, including, in a pre-order, before they are dispatched and, for goods made to order, before they are made. The rules are set out in § 5a(8), § 6(6) and § 9(1) of the Terms.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us at: ZOYA GROUP Sp. z o.o. — magazyn (warehouse), ul. Gołębia 9B, 83-050 Bąkowo, Poland, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Goods with embroidery: the right of withdrawal also applies to goods with embroidery made to the text you gave in the order (§ 10 of the Terms).

Goods made to order: the right of withdrawal also applies to goods made to your order in a size and variant from the product page (§ 5a(8) and § 10(3) of the Terms).