

MOLECOOLES

TERMS & CONDITIONS

MOLECOOLES

The online service operating at the address www.molecooles.com ("Service") is operated by: Molecooles OÜ, Harju maakond, Lasnamäe linnaosa, Narva mnt 13-27, 10151 Tallinn, Estonia, registration number 16871783, VAT number: EE102694369 (hereinafter: "Seller").

Contact with the Seller: hello@molecooles.com (the email address also constitutes an electronic point of contact within the meaning of the provisions on digital services). Written contact: as above (Seller's registered office address). Communication may take place in Polish or English.

§1. GENERAL PROVISIONS

1. The Terms and Conditions define the rules for using the Service and the rules for selling Products by the Seller at a distance, in particular: placing Orders, concluding Sales Agreements, payments, delivery, withdrawal from the contract, and complaints.

2. The Terms and Conditions are the terms referred to in Art. 8 of the Act of July 18, 2002 on the provision of electronic services, in the scope of services provided electronically by the Seller (in particular, maintaining an Account).

3. The Service is intended for Customers who are Consumers, Entrepreneurs with consumer rights, and Entrepreneurs.

4. The Terms and Conditions define the rules for using the Service and concluding and performing Sales Agreements. To the extent that third-party services are used for payment processing or functionalities related to the MQLS Program (in particular Stripe and providers of technical solutions for the MQLS Program), the terms and policies of these entities may also apply. The Terms and Conditions do not replace these documents and do not regulate the principles of providing services by third parties; the Seller is not a party to agreements concluded by the Customer with such entities.

5. To use the Service, the following are required:

- a. access to the Internet,
- b. current web browser,
- c. device enabling correct display of the Service.

6. The Terms and Conditions are made available free of charge in the Service in a way that allows for their acquisition, reproduction, and recording.

7. Information presented in the Service (including Product descriptions, Prices, availability information) does not constitute an offer within the meaning of the Civil Code, but an invitation to conclude a contract. The conclusion of the Sales Agreement takes place in accordance with § 7 of the Terms and Conditions.

§2. DEFINITIONS

1. For the purposes of the Terms and Conditions, the following terms have the following meanings:

a) Affiliation - a referral program available in the Service, within which the Customer can make a purchase using an Affiliate Link and obtain benefits on the terms described in the Service and the MQLS Terms.

b) Price - the gross price of the Product (including taxes), displayed in the Service; delivery costs are provided separately before placing the Order, unless otherwise indicated in the Service.

c) Business Day - a day from Monday to Friday, excluding public holidays in oland.

d) Customer - a natural person, legal person, or organizational unit without legal personality that uses the Service or places an Order.

e) Consumer - a Customer who is a natural person making a purchase for purposes not directly related to their business or professional activity.

f) Account - the Customer's individual account in the Service, available after registration and login, allowing in particular the placement of Orders and viewing of Order history.

g) Cart - a functionality of the Service enabling the Customer to temporarily collect selected Products before placing an Order.

h) Affiliate Link - a unique referral link provided as part of the Affiliation, the use of which during the Order placement process may result in the application of a discount or other benefits in accordance with the Service and the MQLS Terms.

i) Privacy and Cookies Policy - a document made available in the Service,

specifying the rules for processing personal data and the use of cookies and similar technologies in the Service.

i) Product - a movable item offered by the Seller in the Service, in particular cosmetics, nutricosmetics (dietary supplements), and other products from the beauty category that may be the subject of a Sales Agreement.

j) MQLS Program - a loyalty program available in the Service, within which the Customer can obtain benefits related to purchases in the Service on the terms specified in the MQLS Terms.

k) Entrepreneur - a Customer who is neither a Consumer nor an Entrepreneur with consumer rights.

l) Entrepreneur with consumer rights - a Customer who is a natural person conducting business activity, making a purchase related to that activity but without a professional character, to the extent that legal provisions grant them consumer rights.

m) Terms and Conditions - these terms and conditions of the Service.

n) MQLS Terms - the terms and conditions of the MQLS loyalty program made available in the Service, specifying the rules of the MQLS Program.

o) Service - the online service available at www.molecooles.com.

p) Seller - Molecooles OÜ, Harju maakond, Lasnamäe linnaosa, Narva mnt 13-27, 10151 Tallinn, Estonia, registration number 16871783, VAT number: EE102694369.

r) Sales Agreement - a sales agreement for the Product within the meaning of the Civil Code, concluded at a distance between the Seller and the Customer using the Service.

s) Order - the Customer's declaration of intent aimed directly at concluding a Sales Agreement, including in particular the selection of Products, delivery details, and payment method.

2. In case of doubts regarding the meaning of a term used in these Terms and Conditions, if it has not been defined in paragraph 1 above, the meaning assigned to it by the generally applicable Polish law shall be adopted, and in the absence of a legal definition - the meaning assigned to it in common language.

§3. RULES FOR USING THE SERVICE AND PROHIBITED ACTIONS

1. The Customer is obliged to use the Service in a manner consistent with the law, good customs, and the provisions of the Terms and Conditions.

2. In particular, it is prohibited to:

a. provide unlawful content or content infringing the rights of third parties (including intellectual property rights),

b. undertake actions that may disrupt the operation of the Service, including testing vulnerabilities, scanning, bypassing security measures, introducing malicious software, or automating actions in a way that causes excessive load on the Service,

c. use the Service for fraudulent purposes or in a manner that violates the interests of the Seller or other Customers or third parties,

d. impersonate other persons or provide false data - e.g., during registration, placing an Order, or contacting the Seller.

3. The Seller may temporarily restrict access to the Service in the event of technical work, failures, or the need to ensure security.

§4. ACCOUNT IN THE SERVICE

1. Creating an Account is required to place an Order.

2. An email address is necessary to create an Account.

3. Account registration occurs by filling out the registration form in the Service, providing the required data, and setting a password.

4. The Customer is obliged to provide true and current data and to update them in the Account if they change.

5. The Customer is responsible for maintaining the confidentiality of login data and for actions taken in the Account. The Seller recommends using a strong password and not sharing login data with third parties, but bears no responsibility in this regard.

6. The Customer may delete the Account at any time by using the function available in the Service or by sending a request to the Seller's email address. Deleting the Account does not affect the rights and obligations of the parties arising from Sales Agreements concluded before the Account deletion.

7. The Seller may block the Account or close it in the event of the following actions by the Customer:

- a. violation of the Terms and Conditions,
- b. actions threatening the security of the Service or other Customers/third parties,
- c. providing false data,
- d. suspicion of abuse (including payment abuse),
- e. when required by law.

8. In the situation referred to in paragraph 7 above - if possible - the Seller will inform the Customer of the reason and the method of submitting explanations.

9. In the event of Account closure, the Seller retains the ability to fulfil obligations related to already concluded Sales Agreements (e.g., handling complaints).

§5. PRODUCTS AND INFORMATION IN THE SERVICE

1. The Seller conducts sales of Products offered in the Service. The current assortment, descriptions, and Prices of Products are presented on the product pages in the Service.

2. Descriptions, photos, and other materials presented in the Service are for informational purposes. The Seller makes efforts to ensure that information about Products is reliable and up-to-date.

3. The Product Price indicated in the Service is binding at the time of placing the Order. Delivery costs (if applicable) are provided to the Customer before placing the Order.

4. The Seller may introduce quantity restrictions regarding the purchase of selected Products, which is communicated in the Service no later than at the stage of placing the Order.

5. The Seller provides the Customer with information required by law before concluding the Sales Agreement (in particular regarding the main features of the Product, the total price, and the method and deadline for performance).

§6. AFFILIATION (REFERRAL LINK) AND DISCOUNTS

1. The Service provides a referral program ("Affiliation"), within which the Customer can purchase Products using a referral link ("Affiliate Link").

2. If the Customer proceeds to the Cart using an Affiliate Link, the Service applies a discount to the price of the Product/Products on the terms indicated in the Service. The discount is displayed in the Cart and in the Order summary before placing it.

3. The discount from Affiliation applies only to the price of Products under the Sales Agreement and is included in the amount payable and in the sales document.

4. In the event of withdrawal from the Sales Agreement or acceptance of a return, the payment refund is made in the amount of the price actually paid by the Customer (after taking into account the discount), in accordance with the rules specified in these Terms and Conditions.

5. Affiliation may involve the granting of benefits under the MQLS Program (in particular, awarding MQLS to the referring person and/or the Customer using the Affiliate Link). The rules for awarding, any corrections, and settlements of these benefits (including in connection with withdrawal from the Sales Agreement) are specified in the MQLS Terms.

6. Affiliation applies only upon fulfillment of the technical conditions of the Service and the rules specified in the Service and the MQLS Terms.

7. The Seller is entitled to refuse to apply the discount, cancel the discount, or suspend the benefits resulting from Affiliation in the event of detecting abuse or reasonable suspicion of abuse, in particular in the case of creating fictitious accounts, "self-referrals", automated actions, or other actions contrary to the law or good customs.

§7. CART, PLACING AN ORDER AND CONCLUSION OF THE SALES AGREEMENT

1. The Customer selects Products by adding them to the Cart.

2. Adding a Product to the Cart does not constitute a reservation of the Product nor does it result in the conclusion of a Sales Agreement.

3. To place an Order, a Customer with an Account:

a. proceeds to the Cart,

b. selects the delivery method,

c. provides delivery details (and - if applicable - invoice details),

d. selects the payment method,

e. accepts the Terms and Conditions and required consents,

f. places the Order by clicking the button finalizing the Order in the Service,

g. makes payment for the Order.

4. Before placing the Order, the Customer has the opportunity to verify and correct the data entered in the form and change the contents of the Cart.

5. After placing the Order, the Customer receives confirmation of the Order placement at the provided email address.

6. The Sales Agreement is concluded upon the Seller sending confirmation of acceptance of the Order for processing (confirmation of conclusion of the Sales Agreement) to the Customer's email address.

7. The Customer may cancel the Order until the shipment is dispatched by contacting the Seller. After the shipment is dispatched, the withdrawal rules specified in §9 of the Terms and Conditions apply.

§8. PAYMENTS

1. Payments for Orders are processed through the payment operator Stripe (Stripe Payments Europe, Ltd. or another entity from the Stripe group appropriate for the transaction - in accordance with the information presented in the payment process).

2. Available payment methods (e.g., card payment or other methods provided by Stripe) are indicated to the Customer in the Service at the stage of placing the Order.

3. Payment is considered made upon the Seller receiving confirmation of authorization/completion of payment from the payment operator.

4. In the absence of effective payment, the Order will not be accepted for processing, and the Seller may cancel the Order, informing the Customer by email.

5. The Seller does not store the Customer's payment card data. Payment data is processed by Stripe in accordance with security rules and Stripe's terms.

6. The Seller issues a sales document in accordance with legal provisions. If the Customer expects an invoice, they provide the necessary data for its issuance during the Order placement process.

§9. DELIVERY

1. Delivery of Products is carried out to the address specified by the Customer in the Order, using the methods and carriers available in the Service at the stage of placing the Order.

2. The Seller ships Products from a warehouse located in Poland.

3. The delivery cost and the estimated delivery time are provided to the Customer before placing the Order.

4. The Order fulfillment time includes the time for preparing the Order and the delivery time by the carrier. The Seller informs the Customer about the Order status in the Account or by email.

5. In the case of a Consumer, the risk of accidental loss or damage to the Product passes to the Consumer upon taking possession of the Product. In the case of an Entrepreneur - upon handing over the Product to the carrier.

6. The Seller recommends checking the shipment to the extent possible upon receipt. In the event of detecting transport damage, the Customer should immediately report complaints to the carrier and contact the Seller.

§10. RIGHT OF WITHDRAWAL FROM THE SALES AGREEMENT/RETURNS

1. A Consumer and an Entrepreneur with consumer rights may withdraw from the Sales Agreement without giving a reason within 14 days, subject to paragraph 8. The provisions of this paragraph apply accordingly to an Entrepreneur with consumer rights.
2. The withdrawal period expires after 14 days from the day on which the Consumer (or Entrepreneur with consumer rights) took possession of the Product (or on which a third party other than the carrier, indicated by the Consumer, took possession of the Product).
3. To exercise the right of withdrawal, the Seller must be informed of the decision to withdraw by means of an unequivocal statement (e.g., email) before the expiry of the period referred to in paragraph 2. The Seller will confirm receipt of the statement on a durable medium (e.g., email).
4. In the event of withdrawal from the Sales Agreement, the Seller refunds all payments received from the Consumer, including the costs of delivering the Product (except for additional costs resulting from the Consumer's choice of a delivery method other than the cheapest standard delivery method offered by the Seller), without undue delay, no later than 14 days from the day of receiving the withdrawal statement.
5. The refund is made using the same payment methods as those used by the Consumer in the original transaction, unless the Consumer has expressly agreed to a different solution; in any case, the Consumer does not incur any fees in connection with this refund.
6. The Seller may withhold the refund until the Product is received back or until the Consumer provides proof of its return - depending on which event occurs first.
7. The Consumer is obliged to return the Product without undue delay, but no later than 14 days from the day on which they informed the Seller of the withdrawal. To meet the deadline, it is sufficient to send the Product before its expiry. The Consumer bears the direct costs of returning the Product.
8. The right of withdrawal from the Sales Agreement does not apply in cases specified in Art. 38 of the Consumer Rights Act, in particular with regard to contracts where the subject of performance is an item delivered in a sealed package, which cannot be returned after opening the package for health protection or hygiene reasons (Art. 38 point 5 of the Consumer Rights Act). In the Service, this applies in particular to Products (e.g., cosmetics or dietary supplements) delivered in sealed packaging (e.g., protective foil, seal, hologram, security sticker). If such security has been breached/opened after delivery, the right of withdrawal does not apply. If the security has not been breached, withdrawal is possible under general rules.
9. If the right of withdrawal applies, the Consumer is responsible for any diminution in the value of the Product resulting from handling it in a manner exceeding what is necessary to establish the nature, characteristics, and functioning of the Product (analogous to the possibility of examining the Product in a stationary store). The Seller may accordingly reduce the refunded amount.
10. The return of the Product should be made in a way that ensures its proper protection during transport. The Seller recommends including the Order number or another identifier to facilitate efficient handling of the return.
11. Settlement under the MQLS Program in connection with withdrawal (including the impact of withdrawal on "MQLS cashback") is regulated in the separate MQLS Program Terms.

§11. COMPLAINTS

1. The Seller is liable to the Consumer and the Entrepreneur with consumer rights for the conformity of the Product with the contract on the principles specified in the provisions of the Consumer Rights Act (in particular, Art. 43a et seq.). The Seller's liability for non-conformity of the Product with the contract lasts for 2 years from the date of delivery of the Product, unless the expiration date specified for the Product is longer. It is presumed that the non-conformity of the Product with the contract that becomes apparent before the expiry of 2 years from the date of delivery of the Product existed at the time of delivery, unless proven otherwise or the presumption cannot be reconciled with the specificity of the Product or the nature of the non-conformity.
2. With regard to Entrepreneurs, the principles of liability under warranty arising from the Civil Code apply, unless mandatory provisions provide otherwise.
3. Complaints can be submitted electronically to the Seller's email address.
4. The complaint should contain at least: the Customer's name and surname

(or company name), contact details (email address), Order number, indication of the Product, description of the objections, and the Customer's request (e.g., bringing the Product into conformity, price reduction, withdrawal from the Sales Agreement). The Seller may request additional information or photos if necessary to consider the complaint.

5. The Seller responds to the complaint of the Consumer and the Entrepreneur with consumer rights within 14 days from the date of its receipt. If the Seller does not respond within this period, it is considered that they have acknowledged the complaint in the scope of the request of the Consumer or Entrepreneur with consumer rights.

6. As a rule, the Consumer may first demand that the Product be brought into conformity with the contract (repair or replacement). The Seller may perform a replacement instead of repair (or repair instead of replacement) if bringing it into conformity in the manner chosen by the Consumer is impossible or would require excessive costs.

7. The Consumer may submit a statement on price reduction or withdrawal from the Sales Agreement if:

- a. The Seller refused to bring the Product into conformity;
- b. The Seller did not bring the Product into conformity within a reasonable time or without excessive inconvenience;
- c. The non-conformity persists even though the Seller attempted to bring the Product into conformity; or
- d. The non-conformity is so significant that it justifies a price reduction or withdrawal without prior bringing the Product into conformity – in accordance with the provisions of the Consumer Rights Act. Withdrawal does not apply if the non-conformity is insignificant.

8. If consideration of the complaint requires delivery of the Product, the Seller will inform the Customer of the method and address for return. In the case of an accepted complaint, the Seller bears the costs required by law (in particular, shipping, transport, labor, and material costs).

9. A Customer who is a Consumer may use out-of-court methods of dispute resolution, including contacting the relevant municipal/county consumer ombudsman or the Trade Inspection.

§12. CONTENT AND MATERIALS IN THE SERVICE AND INTELLECTUAL PROPERTY RIGHTS

1. The Service and its elements (in particular: the name Molecooles, graphic layout, designs, trademarks, logos, content, photos, descriptions, video materials, databases, software) are protected by law, including copyright and industrial property rights.
2. Use of the Service does not imply acquisition of any rights to the elements of the Service. The Customer may use the content of the Service only to the extent permitted by fair use and for the purpose of making purchases in the Service.
3. It is prohibited to copy, distribute, modify, or use elements of the Service for commercial purposes without the prior consent of the Seller or authorized entities.
4. If the Customer posts content in the Service (e.g., reviews), they declare that they have the rights to it and that the content does not infringe the rights of third parties. The Seller may remove content that violates the law or the Terms and Conditions.

§13. SELLER'S LIABILITY

1. The Seller is liable within the limits of applicable law. The provisions of the Terms and Conditions do not exclude or limit the Consumer's rights arising from mandatory provisions.
2. The Seller is not liable for interruptions in the availability of the Service resulting from technical reasons beyond the Seller's control (e.g., telecommunications network failures, third-party infrastructure) and from maintenance work, provided they are justified and conducted to a reasonable extent.
3. The Seller is not liable for services and actions of third parties, in particular the payment operator Stripe and external solutions used in the MQLS Program, subject to the Seller's liability for proper performance of Sales Agreements.

§14. PERSONAL DATA AND COOKIES

1. The rules for processing personal data and the use of cookies in the Service are described in the document "Privacy and Cookies Policy", available

in the Service.

2. The Terms and Conditions do not replace the "Privacy and Cookies Policy". In case of discrepancies regarding privacy issues, the information contained in the "Privacy and Cookies Policy" takes precedence.

§15. CHANGES TO THE TERMS AND CONDITIONS

1. The Seller may change the Terms and Conditions for important reasons, such as: changes in legal provisions or their interpretation, changes in the functionality of the Service, changes in payment/delivery methods, organizational changes of the Seller, or the need to clarify the provisions of the Terms and Conditions.

2. The Seller informs Customers about changes to the Terms and Conditions by sending an email to the address assigned to the Account in the Service or by providing information in the Account in the Service in a way that allows familiarization with the content of the changes and its download and saving (durable medium).

3. Changes to the Terms and Conditions come into effect on the date specified in the information about the change, but no earlier than 14 days from the date of informing the Customers as referred to in paragraph 2.

4. The Customer may object to the changes within 14 days from the date of being informed about the changes. In the event of an objection, the Customer may terminate the agreement for the provision of electronic services (regarding the Account) with immediate effect, and the Seller may close the Account - subject to the fulfillment of Orders placed before the Account closure. If the Customer does not object and continues to use the Account or place Orders after the expiry of the period, the amended Terms and Conditions bind the Customer.

5. A Customer who does not accept the changes to the Terms and Conditions may object before the effective date of the changes. In such a case, the Customer may delete the Account at any time (terminate the agreement for the provision of electronic services regarding the maintenance of the Account) with immediate effect, but no later than the effective date of the changes. Submitting an objection does not affect Sales Agreements concluded before the effective date of the changes.

6. Changes to the Terms and Conditions do not infringe the acquired rights of Customers and do not apply to Orders placed before the effective date of the changes - the Terms and Conditions in the version applicable at the time of placing the Order apply to such Orders.

§16. MQLS PROGRAM - BASIC INFORMATION

1. The Service operates a loyalty program based on "MQLS" points ("MQLS Program"), which enables Customers to obtain specific benefits related to purchases in the Service.

2. The rules of the MQLS Program (in particular: awarding and using MQLS, rules for "deposits/withdrawals" of MQLS, settlements of MQLS in the event of withdrawal from the Sales Agreement, as well as the rules of the referral program in the part concerning MQLS) are specified in the MQLS Terms available in the Service.

3. The handling of functionalities related to MQLS (including any wallet functions and identification/KYC activities, if required for these functions) is carried out by third parties indicated in the MQLS Terms.

4. The MQLS Program does not change the rules for concluding and performing Sales Agreements for Products, which arise from these Terms and Conditions.

§17. AI FUNCTION / SKIN ANALYSIS (FACE SCAN)

1. The Service may provide an optional skin analysis function using the device's camera (hereinafter: "AI Function"). The AI Function is informational in nature and serves to present general product recommendations based on the face image or other data entered by the user.

2. Using the AI Function is voluntary and is not required to create an Account or place an Order in the Store.

3. The AI Function does not constitute a health service or medical advice. The Seller does not guarantee a specific result or improvement in skin condition as a result of applying the recommendations. In case of health concerns, the user should consult a specialist.

4. The rules for processing data in connection with using the AI Function, including legal bases, retention, and user rights, are specified in the Privacy and Cookies Policy.

§18. FINAL PROVISIONS

1. The Terms and Conditions are subject to Polish law, with the reservation that the choice of law does not deprive the Consumer of the protection granted to them by provisions that cannot be excluded by agreement under the law applicable to the Consumer.

2. In the case of disputes with a Customer who is an Entrepreneur, the locally competent court is the District Court for the Capital City of Warsaw. In the case of disputes with a Consumer, the court's jurisdiction is determined by mandatory provisions of law.

3. If any provision of the Terms and Conditions proves to be invalid or ineffective, this does not affect the validity of the remaining provisions. In place of the invalid provision, the legal provision that best corresponds to the economic purpose of the provision shall apply.

4. The Terms and Conditions are effective from day 2th of February 2026.

Attachment No. 1 – Sample Withdrawal Form from the Sales Agreement

Addressee: Molecooles OÜ, Harju maakond, Lasnamäe linnaosa, Narva mnt 13-27, 10151 Tallinn, Estonia email: hello@molecooles.com

I hereby inform you of my withdrawal from the Sales Agreement for the following Products:

.....

Date of conclusion of the Agreement / receipt of the Product:

.....

Consumer's name and surname:

Consumer's address:

Email address:

Signature (only if the form is sent in paper version):

Date: