

Terms and Conditions

MemoryPoster

Last update date: 10/02/2026

1. Definitions and interpretation

For the purposes of these Regulations, the following terms have the following meanings:

1.1. Operator – CaSaDia Prosta Spółka Akcyjna (CaSaDia PSA) with its registered office in Gdańsk (80-298), ul. Budowlanych 65, entered into the register of entrepreneurs of the National Court Register under the number 0001016354, being the owner and administrator of the Website.

1.2. Service – the internet platform available under the domain memoryposter.eu and all its subpages, language versions, mobile applications, API interfaces, functionalities, tools and services provided electronically by the Operator.

1.3. Terms and Conditions – this document defining the rules for using the Website and concluding Agreements between the Operator and the User.

1.4. User – a natural person who is over 18 years of age and has full legal capacity, using the Website, including purchasing Products.

1.5. Consumer – A User who is a natural person performing a legal act not directly related to his or her business or professional activity.

1.6. Account – an individual User profile on the Website, created after registration, enabling the use of the Website's functionalities, in particular placing orders and managing User Content.

1.7. Agreement – a distance contract concluded between the Operator and the User, the subject of which is the provision of services electronically or the sale of a Product.

1.8. Product – a personalized poster generated via the Website based on User Content, offered as a Digital Product or Printed Product.

1.9. Digital Product – digital content within the meaning of EU law, delivered in the form of an electronic file for downloading.

1.10. Printed Product – a physical copy of the poster printed on the material chosen by the User and delivered to the indicated address.

1.11. User Content – all data, materials and information sent, entered or generated by the User as part of the use of the Website, in particular:

- photographs,

- pictures,
- graphics,
- texts,
- travel data (locations, dates, descriptions),
- profile photos,
- data obtained from integration with social media.

1.12. Digital Content – data produced and delivered in digital form, including generated graphic designs.

1.13. Algorithms / AI – IT solutions used by the Website for automatic processing of User Content, including graphic design generation systems.

1.14. Electronic Services – services provided electronically within the meaning of the Act on the provision of services by electronic means.

1.15. Order – a declaration of will of the User aimed directly at concluding a Product Sales Agreement.

1.16. Force Majeure – an external event that is impossible to predict and prevent, in particular: natural disasters, war, pandemic, strikes, failures of third party ICT infrastructure.

1.17. Processor – the entity to which the Operator entrusts the processing of personal data in accordance with the provisions of the GDPR.

1.18. Business Days – days from Monday to Friday, excluding public holidays in Poland.

1.19. EU Consumer Law – provisions of European Union law and national consumer protection regulations implementing them.

2. Information about the Operator

The operator of the Website is:

CaSaDia Prosta Spółka Akcyjna (CaSaDia PSA)
ul. Budowlanych 65
80-298 Gdańsk
Poland
KRS: 0001016354

Contact email: contact@memoryposter.eu
Technical support: support@memoryposter.eu

3. Scope and terms of use of the website

3.1 . Nature of the Website

1. The Website is an online platform that enables Users to:
 - submitting User Content,
 - generating personalized poster designs using IT tools, including automatic processing algorithms,
 - concluding sales agreements for Digital Products and Printed Products,
 - order and Account management.
 2. The service provides:
 - electronic services in the scope of providing tools for generating projects,
 - sales services for personalized products.
 3. The Service is global in nature and may be available to Users in various jurisdictions, subject to applicable local law.
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3.2. Technical conditions for using the Website

1. To use the Website, you must:
 - a device with Internet access,
 - up-to-date web browser,
 - active email account.
 2. The Operator does not guarantee full compatibility of the Website with all devices, operating systems or browsers.
 3. The user is responsible for:
 - proper operation of your device,
 - internet connection security,
 - software up-to-date.
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3.3. Terms of Use of the Website

1. The User undertakes to use the Website:
 - in accordance with its intended purpose,
 - in a manner consistent with the law,
 - in a way that does not infringe the rights of third parties,
 - with respect for good manners.
2. In particular, it is prohibited to:
 - sending illegal, offensive or copyright-infringing content,
 - attempts to gain unauthorized access to the Website's systems,
 - interfering with the operation of technical infrastructure,
 - using the Website for purposes contrary to its intended purpose,
 - using automatic tools (bots) without the Operator's consent.
3. In the event of violation of the above rules, the Operator may:
 - suspend the Account,
 - remove User Content,
 - refuse to process the order,

- terminate the Agreement with immediate effect.
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3.4. Personalized nature of Products

1. The products offered on the Website are personalized and are created based on User Content.
 2. The user is responsible for:
 - correctness of the data sent,
 - photo quality and resolution,
 - correctness of the content entered into the project.
 3. The Operator is not responsible for errors resulting from:
 - typos,
 - incorrect data,
 - low quality source materials.
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3.5. Algorithms and automatic generation

1. Projects on the Website may be generated using automatic tools, including image and data processing algorithms.
 2. The User acknowledges that:
 - the generated results are automatic,
 - projects may show similarities to other projects,
 - The Operator does not guarantee the absolute uniqueness of the generated graphics.
 3. The website does not provide individual design services in the sense of creative services performed by a designer.
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3.6. Availability of the Website

1. The Operator exercises due diligence to ensure the continuity of the Website's operation.
 2. The Operator is not responsible for:
 - technical breaks,
 - maintenance work,
 - failures of third-party infrastructure,
 - force majeure events.
 3. The Operator may temporarily restrict access to the Website in order to:
 - system update,
 - removal of errors,
 - improving safety.
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3.7. Responsibility for using the Website

1. The User uses the Website at his/her own risk to the extent permitted by law.
 2. The Operator is not responsible for:
 - decisions made by the User based on generated projects,
 - use of the Products in a manner contrary to the law,
 - consequences of making Products available to third parties.
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3.8. Suspension or Restriction of Access

1. The Operator may suspend or limit access to the Website in the event of:
 - violation of the Regulations,
 - suspicion of illegal activities,
 - system security threats.
 2. In the event of suspension of the Account, the User will be informed electronically.
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3.9. Relationship to the Privacy Policy

The use of the Website is also subject to the provisions of the Privacy Policy available on the Website, which constitutes an integral part of the Regulations regarding the processing of personal data.

4. Terms of use and acceptance of the Regulations

4.1. Terms of Use of the Website

1. Using the Website, including browsing its content, registering an Account, sending User Content and placing Orders, requires prior reading and acceptance of these Terms and Conditions.
 2. The Regulations are made available free of charge on the Website in a manner enabling their:
 - acquisition,
 - playback,
 - recording in electronic format.
 3. The Regulations constitute the regulations for the provision of services by electronic means within the meaning of the applicable legal provisions.
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4.2. Method of accepting the Regulations

1. Acceptance of the Regulations takes place through:
 - selecting the appropriate checkbox when registering the Account,
 - checking the box before placing the Order.
2. Failure to accept the Regulations prevents:
 - creating an Account,

- placing an Order,
 - use of functionalities requiring the conclusion of the Agreement.
3. Acceptance of the Regulations is tantamount to concluding an agreement for the provision of electronic services regarding the use of the Website.
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4.3. Legal capacity

1. The Website may only be used by persons who:
 - are over 18 years old,
 - have full legal capacity,
 - they act on their own behalf.
 2. The Operator is not responsible for the use of the Website by persons who do not meet the above conditions.
 3. If the Operator becomes aware of a violation of the above requirement, it may:
 - suspend the Account,
 - delete the Account,
 - cancel the Order.
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4.4. Nature of the legal relationship

1. The conclusion of the Agreement between the Operator and the User takes place remotely, without the simultaneous physical presence of the parties.
 2. If the User is a Consumer, the provisions of consumer law applicable to his or her place of habitual residence shall apply to the Agreement, to the extent mandatory.
 3. If the User uses the Website in connection with business activities, the Operator's liability may be limited to a wider extent, in accordance with these Regulations.
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4.5. User Declarations

By accepting the Regulations, the User declares that:

1. has read the Regulations and Privacy Policy,
 2. understands the principles of operation of the Website,
 3. accepts that the Products are personalized,
 4. is aware of the limitations of automatic project generation,
 5. undertakes to comply with applicable legal provisions.
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4.6 . Document Integrity

1. An integral part of the Regulations are:
 - Privacy Policy,
 - Cookie Policy,

- information required by consumer law.
2. In the event of a conflict between the Regulations and mandatory provisions of law, the provisions of law shall prevail.
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4.7. Form and Consolidation of the Agreement

1. The Agreement is concluded in the language selected by the User in the Website interface.
 2. The content of the concluded Agreement may be recorded and secured by:
 - recording in the Operator's IT system,
 - sending confirmation of conclusion of the Agreement electronically.
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4.8. Partial invalidity

If any provision of this paragraph proves invalid or ineffective, the remaining provisions shall remain in force.

5. User Account

5.1. Creating an Account

1. Using selected functionalities of the Website, in particular placing Orders and saving projects, requires the creation of an Account.
 2. Account registration can be done by:
 - providing your email address and password,
 - using integration with an external authentication provider (e.g. Facebook, Instagram, Google), if such functionality is available.
 3. The User is obliged to provide true, current and complete data.
 4. Creating an Account is tantamount to concluding an agreement for the provision of electronic services regarding the management of the Account.
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5.2. Account Responsibility

1. The user is fully responsible for:
 - confidentiality of login details,
 - password protection,
 - actions taken through the Account.
2. The Operator is not responsible for the consequences of:
 - sharing login details with third parties,
 - lack of proper password protection by the User,
 - use of the Account by unauthorized persons if the access was due to the User's fault.

3. In case of suspicion of unauthorized access, the User should immediately inform the Operator.
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5.3. Integration with third parties

1. In the case of logging in via external services (e.g. Facebook, Instagram), the User consents to the transfer by these entities of data necessary for authentication.
 2. The Operator is not responsible for:
 - operation of external services,
 - changes in the rules of their operation,
 - restriction or revocation of access by a third-party provider.
 3. In the event of loss of access to an external account, the User is responsible for updating the login details on the Website.
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5.4. Account Suspension or Restriction

1. The Operator may suspend or limit access to the Account in the event of:
 - violation of the Regulations,
 - suspicion of illegal activities,
 - attempts to circumvent the Website's security measures,
 - activities that threaten the security of the system,
 - payment arrears.
 2. The User will be informed about the suspension of the Account by e-mail, if possible.
 3. Suspension of the Account does not exclude the Operator's ability to pursue claims.
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5.5. Account Deletion

1. The User may request deletion of the Account at any time by:
 - functionality available on the Website (if available),
 - contact the Operator at support@memoryposter.eu.
 2. Deleting the Account means terminating the agreement for the provision of electronic services regarding the management of the Account.
 3. Deleting an Account does not affect:
 - validity of previously concluded Sales Agreements,
 - the obligation to store data required by law (e.g. accounting),
 - possibility of pursuing claims.
 4. Personal data is processed in accordance with the Privacy Policy.
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5.6. Duration of the Account Management Agreement

1. The Account Management Agreement is concluded for an indefinite period.
2. Either party may terminate the contract:

- User – by deleting the Account,
 - Operator – in cases specified in the Regulations.
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5.7. No guarantee of uninterrupted access

1. The Operator does not guarantee uninterrupted and error-free access to the Account.
 2. The Operator may temporarily restrict access to the Account in order to:
 - maintenance work,
 - system update,
 - removal of failures,
 - improving safety.
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5.8. Prohibition of Account Transfer

1. The account is individual and cannot be:
 - sold,
 - transferred,
 - made available to third parties.
2. Violation of the above provision may result in permanent deletion of the Account.

6. User Content

6.1. Scope of User Content

1. When using the Website, the User may send, enter, integrate or generate User Content, in particular:
 - photographs,
 - images and graphics,
 - texts and descriptions,
 - travel data (locations, dates, place names),
 - profile photos,
 - data obtained from integration with social media,
 - other materials necessary to generate the Product.
 2. User Content may contain personal data of third parties. The User is fully responsible for the legality of its processing.
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6.2. User Representations and Warranties

By submitting User Content, you represent and warrant that:

1. owns full copyright or appropriate licenses to the User Content,
 2. User Content does not violate:
 - copyright,
 - related rights,
 - personal rights,
 - image rights,
 - trademarks,
 - other third party rights,
 3. User Content does not conflict with applicable law,
 4. has the consent of the persons visible in the photos, if required by law.
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6.3. Scope of the license granted to the Operator

1. The User grants the Operator a non-exclusive, royalty-free, worldwide license to use the User Content to the extent necessary to:
 - recording and reproduction in IT systems,
 - technical processing,
 - technical modifications necessary to generate the Product,
 - storage,
 - transfer to subcontractors,
 - granting further sublicenses to entities providing the service (e.g. printing houses, IT infrastructure providers).
 2. The license covers only the activities necessary to perform the Agreement and provide the services.
 3. The Operator does not acquire ownership rights to User Content.
 4. The license is valid for the period of:
 - order fulfillment,
 - after-sales service,
 - storing data required by law.
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6.4. Moderation of User Content

1. The Operator is not obligated to monitor User Content prior to its publication or processing.
 2. The Operator reserves the right to:
 - refusal to process the Content,
 - removal of Content,
 - blocking the Accountif the User Content violates the Terms and Conditions or the law.
 3. The Operator may take measures to prevent abuse, including the use of automatic systems for detecting illegal content.
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6.5. Responsibility for User Content

1. You are solely responsible for your User Content.

2. The Operator is not responsible for:
 - infringement of third party rights by User Content,
 - claims arising from the use of User Content,
 - errors in the content entered by the User.
 3. In the event of a claim being filed by a third party, the Operator may:
 - block access to the disputed Content,
 - suspend the execution of the order,
 - suspend the Account until the matter is resolved.
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6.6. Indemnity Clause

1. The User undertakes to indemnify the Operator and cover all reasonable costs, damages and claims of third parties resulting from:
 - copyright infringement,
 - violation of image rights,
 - violation of personal data protection regulations,
 - infringement of other third party rights by User Content.
 2. This obligation also includes the costs of legal services and court proceedings.
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6.7. Use of algorithms and AI

1. Projects are generated using IT tools, including automatic processing algorithms.
 2. The User acknowledges that:
 - the generated designs may not be unique,
 - similar solutions can be generated for other users,
 - the generation result depends on the data provided.
 3. The Operator is not responsible for the lack of uniqueness of the project.
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6.8. Removal of Content

1. In the event of deletion of the Account, User Content may be deleted from the active system of the Service, subject to:
 - the obligation to store data resulting from legal provisions,
 - storing backups for a limited period.
2. Removal of Content does not affect previously created Products.

7. Intellectual Property Rights

7.1. Rights to the Website

1. All intellectual property rights to the Website, including in particular:
 - software,
 - source and object code,

- user interface,
- graphic design,
- database structure,
- trademarks,
- trade names,
- logos,
- data processing algorithms,
- technical and functional solutions,

are only available to the Operator or entities with which the Operator has concluded appropriate agreements.

2. Using the Website does not mean that the User acquires any intellectual property rights to the Website or its elements.

7.2. Scope of permitted use of the Website

1. The User may use the Website only to the extent consistent with its intended purpose.
2. In particular, it is prohibited to:
 - copying, modifying or distributing elements of the Website,
 - decompilation, reverse engineering or attempts to reproduce the source code,
 - creating derivative works based on the Website's solutions,
 - using the Website to build a competitive product,
 - mass data downloading (scraping),
 - use of the Operator's trademarks without consent.
3. Violation of the above provisions may result in civil and criminal liability.

7.3. Rights to User Content

1. The copyright to User Content belongs to the User or to third parties from whom the User has obtained appropriate permissions.
2. The Operator does not claim any ownership rights to the User Content, except to the extent resulting from the license granted, referred to in §6.

7.4. Rights to Generated Products

1. The Generated Product is the result of automatic processing of User Content using the Operator's IT tools.
2. Upon full payment, the User acquires a non-exclusive, unlimited territorial license to use the Product for private or commercial purposes, subject to paragraph 3.
3. The license does not include the right to:
 - resale of the Product as your own digital work on a mass scale,
 - registration of the Product as a trademark,
 - use of technological elements of the Website.
4. The Operator retains the rights to:

- generation mechanism,
 - project structure,
 - graphic elements that are part of the tool.
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7.5. System Elements and Templates

1. Graphic elements, layouts, fonts, composition structure and generation mechanisms are the property of the Operator or its licensors.
 2. The generated Product does not imply a transfer of rights to the tools, templates or technology used to create it.
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7.6. Right to use for promotional purposes

(you can leave this point as optional – it depends on the business model)

1. The Operator may use anonymous visualizations of generated Products for promotional purposes, without disclosing the User's personal data.
 2. If you intend to use a Product containing data identifying the User, separate consent is required.
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7.7. Notice & Takedown

1. A person whose rights have been violated may report the violation by contacting the following address: support@memoryposter.eu.
 2. The application should include:
 - data identifying the reporting person,
 - indication of violated rights,
 - a description of the Content in question,
 - justification of the claim.
 3. The Operator may temporarily block access to the disputed Content until the matter is resolved.
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7.8. Trademark Protection

1. The name "MemoryPoster" and related markings may constitute protected trademarks.
2. The use of the Operator's marks without prior written consent is prohibited.

8. Ordering process and conclusion of the contract

8.1. Pre-contractual information

1. Before placing an Order, the User receives information required by consumer law, in particular regarding:
 - main features of the Product,
 - gross or net prices,
 - possible additional costs,
 - method and date of payment,
 - method and date of delivery (in the case of a Printed Product),
 - complaints policy,
 - no right of withdrawal in the case of personalized Products and digital content.
 2. This information is provided in a clear, understandable and non-misleading manner.
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8.2. Placing an Order

1. In order to place an Order, the User:
 - selects the Product parameters,
 - submits User Content,
 - verifies the visualization,
 - provides the data required to complete the order,
 - accepts the Regulations,
 - makes payments.
 2. Placing an Order constitutes an offer to conclude a Sales Agreement.
 3. The Operator is not responsible for errors in the Order resulting from incorrect data provided by the User.
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8.3. Time of conclusion of the Agreement

1. The contract is concluded upon:
 - effective confirmation of payment by the payment operator,
 - the User receives confirmation of the conclusion of the Agreement electronically.
 2. Confirmation of the conclusion of the Agreement constitutes a durable medium within the meaning of consumer law.
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8.4. Digital Products - commencement of provision

1. In the case of Digital Products, the provision of the service begins immediately after the conclusion of the Agreement.
 2. Before finalizing the Order, the User expressly consents to:
 - commencement of the service before the expiry of 14 days,
 - loss of the right to withdraw from the Contract.
 3. Failure to provide consent prevents the purchase of a Digital Product.
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8.5. Personalized products

1. The products offered on the Website are personalized and are created according to the User's specifications.
 2. In connection with personalization, there is no right to withdraw from the Agreement, in accordance with applicable law.
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8.6. Payments

1. Payments are made via external payment operators.
 2. The operator does not store payment card data.
 3. If the payment is not authorized, the Order will not be accepted for processing.
 4. In the event of a payment reversal (chargeback), the Operator may:
 - suspend the Account,
 - suspend the execution of orders,
 - to collect debts in accordance with the law.
-

8.7. Technical errors and obvious mistakes

1. In the event of an obvious pricing or technical error, the Operator reserves the right to:
 - cancel the Order,
 - proposing the correct price.
 2. In such a case, the User will be informed immediately.
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8.8. Delivery of Products

1. The Digital Product is delivered electronically by providing a file for download.
 2. The Printed Product is delivered to the address indicated by the User.
 3. The risk of accidental loss or damage to the Printed Product passes to the Consumer upon its delivery to the carrier – in accordance with applicable law.
 4. The Operator is not responsible for delays resulting from the actions of courier companies.
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8.9. Taxes, Customs, and International Sales

1. Prices may include VAT in accordance with applicable regulations.
 2. For international deliveries, the User may be required to pay import duties and taxes.
 3. The operator is not responsible for any additional fees resulting from the regulations of the delivery country.
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8.10. Archiving the Agreement

1. The content of the Agreement is archived in the Operator's IT system.
2. The User can access the Order history via the Account.

9. Prices, taxes and payments

9.1. Price presentation

1. The prices of Products displayed on the Website are expressed in the currency indicated in the Website interface.
 2. Prices can be presented as:
 - gross prices (including VAT),
 - net prices (if applicable), with clear information about tax.
 3. The price indicated at the time of placing the Order is the binding price for a given transaction, subject to obvious technical errors.
 4. The Operator reserves the right to change prices at any time, but the change does not affect Orders already placed and paid.
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9.2. Taxes (VAT and others)

1. The sale of Products may be subject to VAT in accordance with applicable law, in particular:
 - EU VAT regulations for e-commerce,
 - OSS (One Stop Shop) system,
 - regulations of the country of residence of the Consumer.
 2. In the case of international sales, the price may be adjusted depending on the User's place of residence.
 3. In the case of deliveries outside the European Union, the User may be required to pay:
 - import taxes,
 - objective,
 - administrative fees.
 4. The operator is not responsible for any additional fees imposed by the tax or customs authorities of the country of delivery.
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9.3. Currencies and currency conversion

1. In the case of payments in a currency other than the Operator's settlement currency, the exchange rate used by the payment operator or the User's bank may apply.
 2. The Operator is not responsible for:
 - exchange rate differences,
 - bank fees,
 - commissions related to currency conversion.
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9.4. Payment methods

1. Payments are made through external payment operators, in particular Mollie or other entities indicated on the Website.
 2. Available payment methods may include:
 - card payments,
 - online transfers,
 - other electronic methods provided by the payment operator.
 3. The operator does not store payment card details or bank account credentials.
 4. The Operator is not responsible for the operation of third-party payment systems.
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9.5. Payment Authorization and Confirmation

1. Order processing begins after successful payment confirmation.
 2. In the event of refusal to authorize payment, the Agreement shall not be concluded.
 3. If payment is not received, the Order may be canceled.
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9.6. Chargeback and payment reversal

1. In the event of a chargeback by the User without a valid legal basis, the Operator may:
 - suspend the User Account,
 - suspend the execution of current Orders,
 - pursue receivables through legal means.
 2. The Operator reserves the right to refer the case to a debt collection entity in the event of unjustified payment reversal.
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9.7. Invoices and accounting documents

1. At the User's request, the Operator may issue a VAT invoice in accordance with applicable law.
 2. Accounting documents can be delivered in electronic form.
 3. The user is obliged to provide correct billing details.
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9.8. Promotions and discounts

1. The Operator may organize promotions, discount codes or temporary price reductions.
 2. Promotions cannot be combined unless the promotion rules state otherwise.
 3. The Operator reserves the right to end the promotion at any time.
 4. In case of abuse of the promotion, the Operator may cancel the Order.
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9.9. Pricing Errors

1. In the event of an obvious error in the price (e.g. system error), the Operator reserves the right to:
 - cancel the Order,
 - proposing the correct price.
 2. In such a case, the User will be informed immediately and will be able to decide whether to continue with the purchase.
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9.10. Nature of Payment

1. All payments are made in advance.
2. Failure to make payment within the time specified in the purchasing process will result in failure to conclude the Agreement.

10. Digital Products

10.1. Nature of the Digital Product

1. The Digital Product constitutes digital content within the meaning of European Union law, in particular Directive (EU) 2019/770 of the European Parliament and of the Council.
 2. A Digital Product is an electronic file (e.g. PDF, JPG or other format indicated on the Website) generated based on User Content.
 3. The Digital Product is personalized and is created according to the User's specifications.
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10.2. Delivery of the Digital Product

1. The Digital Product is delivered via:
 - making the file available for download in the User Account,
 - sending a download link electronically.
 2. Delivery takes place immediately after the conclusion of the Agreement, unless otherwise indicated on the Website.
 3. The moment of delivery is the moment when the Digital Product is made available to the User in a way that enables its download.
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10.3. Compliance with the contract

1. The Operator undertakes to deliver a Digital Product in accordance with the Agreement, in particular:
 - consistent with the description presented on the Website,
 - suitable for normal use for this type of content,

- consistent with the parameters selected by the User.
 - 2. The Operator is not liable for any non-compliance resulting from:
 - incorrect data provided by the User,
 - low-quality User Content,
 - lack of compatibility resulting from the User's inappropriate technical environment.
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10.4. Technical Requirements and Compatibility

1. To use the Digital Product you must:
 - a device that allows you to open standard image or PDF files,
 - up-to-date file viewing software.
 2. The operator does not guarantee compatibility with:
 - outdated operating systems,
 - outdated software,
 - non-standard IT environments.
 3. The user is responsible for ensuring appropriate technical conditions.
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10.5. Updates

1. Due to the nature of the Digital Product as a one-time delivery of digital content, the Operator is not obligated to provide updates unless expressly stated otherwise.
 2. In the event of updates resulting from the correction of technical errors, the Operator may provide a corrected version of the file.
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10.6. Right of withdrawal from the Agreement

1. Once the User expressly consents to the commencement of the service before the expiry of the 14-day period and is informed of the loss of the right of withdrawal, this right expires.
 2. Failure to provide consent prevents the purchase of a Digital Product.
 3. The provisions of this paragraph shall apply subject to mandatory provisions of law.
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10.7. Scope of the Digital Product License

1. After making full payment, the User receives a non-exclusive, territorially unlimited license to use the Digital Product.
2. The license includes the right to:
 - saving the file on the device,
 - print for personal use,
 - use for private and commercial purposes, provided that this does not infringe the rights of third parties.
3. The license does not include the right to:
 - mass resale of the file as a digital product,

- sharing the file in a way that allows its further distribution,
 - using the technological mechanisms of the Website.
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10.8. File Access Restriction

1. The Operator may limit the storage time of a file in the Website system.
 2. The user is obliged to download and secure the file after it has been made available.
 3. The Operator is not responsible for the loss of the file after it has been properly delivered.
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10.9. Liability for further use

1. The User is responsible for the manner of using the Digital Product.
2. The Operator is not responsible for:
 - using the file in a way that violates the law,
 - further modification of the file by the User,
 - consequences of sharing the file with third parties.

11. Printed Products

11.1. Nature of the Printed Product

1. The Printed Product is a physical copy of the poster created based on User Content and a generated design.
 2. Printed Products are personalized and are made to the User's individual order.
 3. Due to the personalized nature of Printed Products, they are not subject to further resale by the Operator.
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11.2. Order fulfillment

1. Printed Products are produced by the Operator or cooperating entities (e.g. printing houses, production centers).
 2. The Operator may use subcontractors to:
 - print,
 - packing,
 - shipping,
 - international logistics.
 3. By placing an Order, the User consents to the execution of the order by a subcontractor.
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11.3. Technical parameters and visual differences

1. The User acknowledges that:
 - the colors displayed on the screen may differ from the colors printed,
 - shades, contrast and saturation may change depending on the printing technology,
 - proportions may be subject to minimal modifications due to adaptation to the paper format.
 2. Differences resulting from printing technology do not constitute a defect in the Product, unless they differ significantly from the design.
 3. The operator is not responsible for the print quality resulting from:
 - low resolution photos,
 - errors in the source files provided by the User.
-

11.4. Processing time and delivery

1. The lead time for a Printed Product includes:
 - production time,
 - transportation time.
 2. Delivery times provided on the Website are indicative and do not constitute a guarantee of delivery times, unless expressly stated otherwise.
 3. The Operator is not liable for delays resulting from:
 - carriers' actions,
 - customs procedures,
 - force majeure events.
-

11.5. Risk of loss or damage

1. In the case of Consumers, the risk of accidental loss or damage to the Printed Product passes to the Consumer when the Product is taken into possession by the Consumer or a third party indicated by him.
 2. In the case of Users who are not Consumers, the risk passes upon delivery of the Product to the carrier.
-

11.6. Obligation to check the shipment

1. The user should check the condition of the shipment upon receipt.
 2. In case of visible damage to the packaging, it is recommended to prepare a damage report with the carrier.
 3. Failure to prepare a report does not exclude the rights of the Consumer, but may make it difficult to pursue claims against the carrier.
-

11.7. Complaints regarding Printed Products

1. Complaints regarding physical defects of the Printed Product should be reported to the following address: support@memoryposter.eu.
 2. The complaint should include:
 - order number,
 - description of the defect,
 - photographic documentation.
 3. The operator will consider the complaint within 14 days of its receipt.
 4. If the complaint is accepted, the Operator may:
 - replace the Product with a defect-free one,
 - remove the defect,
 - return the price.
 5. The provisions of this paragraph do not limit the Consumer's rights under the law.
-

11.8. No right of withdrawal

1. Printed Products are personalized.
 2. In accordance with legal provisions, the right to withdraw from the contract does not apply to goods manufactured according to the Consumer's specifications.
 3. The above does not exclude the right to make a complaint in the event of non-conformity of the goods with the contract.
-

11.9. International deliveries

1. In the case of deliveries outside the EU, the User may be required to pay:
 - customs duties,
 - import taxes,
 - administrative fees.
 2. The Operator is not responsible for:
 - delays resulting from customs inspections,
 - additional costs imposed by state authorities.
-

11.10. No liability for improper use

1. The Operator shall not be liable for any damage to the Printed Product occurring after its delivery, in particular as a result of:
 - improper storage,
 - exposure to moisture,
 - mechanical damage,
 - incorrect assembly.

12. No right of withdrawal

12.1. General rule

1. The consumer generally has the right to withdraw from a distance contract within 14 days without giving any reason.
 2. However, this right is subject to statutory exceptions specified in the law, in particular with regard to personalised products and digital content.
-

12.2. Personalized Products (Printed Products)

1. In accordance with applicable law, the right of withdrawal does not apply to goods:
 - manufactured according to the Consumer's specifications,
 - serving to meet his individual needs.
 2. Printed Products offered on the Website are produced based on individually provided User Content and selected parameters, which means that they are personalized.
 3. Due to the above, the Consumer has no right to withdraw from the contract in the case of Printed Products.
 4. The above provision does not exclude the right to file a complaint in the event of non-conformity of the goods with the contract.
-

12.3. Digital Products (Digital Content)

1. In relation to Digital Products, the right of withdrawal expires if:
 - the performance began with the express and prior consent of the Consumer,
 - The consumer has been informed about the loss of the right of withdrawal,
 - The consumer acknowledged this loss before the performance began.
 2. When placing an Order, the Consumer expressly consents to the commencement of performance within 14 days of concluding the contract and confirms his/her acknowledgement of the loss of the right of withdrawal.
 3. Failure to provide the above consent prevents the purchase of the Digital Product.
-

12.4. Consequences of losing the right of withdrawal

1. After the effective commencement of the performance and fulfillment of the conditions specified in paragraph 12.3, the Consumer loses the right to withdraw from the contract.
 2. The loss of the right of withdrawal does not affect:
 - the right to make a complaint in the event of non-compliance of the Product with the contract,
 - rights arising from mandatory provisions of law.
-

12.5. Pre-contractual information

1. Information about the lack of the right of withdrawal is provided to the Consumer in a clear and understandable manner before placing the Order.

2. The provisions of this paragraph constitute the implementation of the Operator's information obligations arising from the provisions of consumer law.
-

12.6. Illegal exclusion

1. If a given EU Member State has provisions in force that provide consumers with broader protection, the provisions of this paragraph shall apply taking into account those provisions.

13. Complaints and liability for defects

13.1. Scope of the Operator's responsibility

1. The Operator is liable to the Consumer for the lack of conformity of the Product with the Agreement in accordance with applicable law, in particular:
 - provisions of Polish law,
 - regulations implementing Directive 2019/771 (goods),
 - provisions implementing Directive 2019/770 (digital content).
2. The Product complies with the Agreement if, in particular:
 - corresponds to the description presented on the Website,
 - has the features agreed upon when concluding the Agreement,
 - suitable for normal use for this type of product,
 - was delivered complete.

13.2. Complaints regarding Printed Products

1. In the event of non-compliance of the Printed Product with the Agreement, the Consumer may file a complaint.
 2. The complaint should include:
 - order number,
 - description of the non-compliance,
 - photographic documentation (if possible).
 3. Complaints should be sent to the following address: support@memoryposter.eu.
 4. The operator will consider the complaint within 14 days of its receipt.
 5. If the complaint is accepted, the Consumer may request:
 - repairs,
 - exchanges,
 - price reduction,
 - withdrawal from the Contract – if the defect is significant.
 6. The Operator may refuse the remedy chosen by the Consumer if it is impossible or would require excessive costs.
-

13.3. Complaints about Digital Products

1. In the event of non-compliance of the Digital Product with the Agreement, the Consumer may request that it be brought into compliance with the Agreement.
 2. The Operator may bring the Product into compliance by:
 - providing a corrected version of the file,
 - regenerate the file,
 - removal of a technical error.
 3. If compliance is impossible or disproportionate, the Consumer may request:
 - price reduction,
 - withdrawal from the Agreement.
 4. The Operator is not liable for any non-compliance resulting from:
 - the User's technical environment,
 - incorrect data provided by the User,
 - improper interference by the User with the file.
-

13.4. Presumption of the existence of a defect

1. In the case of Consumers, it is assumed that a lack of conformity that becomes apparent within one year of delivery of the Printed Product existed at the time of delivery, unless proven otherwise.
 2. In relation to Digital Products, the Operator's liability covers the period specified in the law.
-

13.5. Limitations of Liability

1. The Operator is not liable for any non-compliance of the Product resulting from:
 - User Content,
 - errors in the project accepted by the User,
 - natural wear and tear of the Product,
 - improper use.
 2. In the case of Users who are not Consumers, the Operator's liability may be limited in accordance with the section on limitation of liability.
-

13.6. Complaints procedure

1. A complaint should be submitted within a reasonable time from the moment the non-conformity is discovered.
 2. The operator may request additional information necessary to consider the complaint.
 3. The User will be informed about the decision regarding the complaint by e-mail.
-

13.7. Out-of-court dispute resolution (ODR)

1. The consumer has the option of using out-of-court dispute resolution methods.

2. The ODR platform is available at:
<https://ec.europa.eu/consumers/odr>
 3. Using the ODR platform is voluntary.
-

13.8. Retention of statutory rights

1. The provisions of this paragraph do not limit or exclude the rights of the Consumer resulting from mandatory provisions of law.
2. In case of conflict, the provisions of law shall prevail.

14. Limitation of Liability

14.1. General Rules

1. The Operator's liability towards the User for non-performance or improper performance of the Agreement is limited to the extent permitted by mandatory provisions of law.
 2. In particular, these provisions do not exclude or limit the Operator's liability towards Consumers to the extent that such exclusion would be contrary to law.
-

14.2. Responsibility towards Consumers

1. The Operator is liable to Consumers for any lack of conformity of the Product with the Agreement in accordance with applicable law.
 2. The Operator does not exclude or limit liability for:
 - o damage caused intentionally,
 - o personal injury,
 - o other cases in which exclusion of liability is not permissible.
-

14.3. Liability towards Users who are not Consumers

1. In the case of Users who are not Consumers, the Operator's liability is limited to the price paid for the Product.
 2. The Operator is not responsible for:
 - o lost profits,
 - o data loss,
 - o indirect damages,
 - o consequential damages,
 - o loss of reputation,
 - o downtime of business activities.
 3. The Operator's liability covers only actual and documented damages.
-

14.4. Responsibility for User Content

1. The Operator is not responsible for User Content, including its legality or infringement of third party rights.
 2. The Operator is not responsible for the consequences of the User's use of User Content or Products in a manner contrary to the law.
-

14.5. Responsibility for the operation of the Website

1. The Website is provided on an "as is" and "as available" basis.
 2. The operator does not guarantee:
 - uninterrupted operation of the Website,
 - no technical errors,
 - full compatibility with any technical environment,
 - unlimited availability of functionality.
 3. The Operator is not liable for interruptions in the operation of the Website resulting from:
 - maintenance work,
 - failure of third-party infrastructure (e.g. hosting providers, payment operators),
 - force majeure.
-

14.6. Responsibility for Algorithms and AI

1. Products are generated using automatic data processing tools.
 2. The Operator is not responsible for:
 - lack of uniqueness of the generated project,
 - subjective dissatisfaction with the visual effect,
 - similarity to other projects generated for other users.
 3. The user acknowledges that the result of the generation depends on the input data provided.
-

14.7. Liability for Subcontractors

1. The Operator may use subcontractors to provide services (e.g. printing, hosting, payments).
 2. The Operator is liable to Consumers for the actions of subcontractors to the extent provided for by law.
 3. The Operator is not responsible for the actions of third parties over which it has no influence, in particular payment operators and courier companies, subject to liability arising from consumer regulations.
-

14.8. Time Limitation of Claims

1. In the case of Users who are not Consumers, all claims against the Operator expire after 12 months from the date on which they arise, unless the law provides otherwise.
-

14.9. Force majeure

1. The Operator shall not be liable for non-performance or improper performance of the Agreement caused by force majeure events.
 2. Force majeure events include in particular:
 - o natural disasters,
 - o wars,
 - o riot,
 - o strikes,
 - o pandemics,
 - o failures of third-party IT infrastructure.
-

14.10. Maximum Limit of Liability

1. To the extent permitted by law, the aggregate liability of the Operator towards a User who is not a Consumer, regardless of the legal basis, is limited to the amount paid for the Product.
2. This limitation does not apply to liability which cannot be excluded.

15. Force majeure

15.1. Definition of force majeure

1. Force majeure is understood as an event:
 - o external to the Parties,
 - o impossible to predict with due diligence,
 - o impossible to prevent,
 - o beyond the Operator's control.
2. Force majeure events include, but are not limited to:
 - o natural disasters (floods, fires, earthquakes),
 - o wars, armed conflicts, acts of terrorism,
 - o riots, social unrest,
 - o strikes or transport blockades,
 - o pandemics and epidemics,
 - o decisions of public administration bodies,
 - o international sanctions,
 - o failures of energy or telecommunications infrastructure,
 - o failures of third-party services (e.g. hosting providers, payment operators, printing houses, courier companies).

15.2. Consequences of force majeure

1. In the event of force majeure, the Operator shall not be liable for:
 - delay in order fulfillment,
 - temporary unavailability of the Website,
 - unable to process payment,
 - no possibility of delivery.
2. The occurrence of force majeure suspends the Operator's obligations for the duration of the force majeure event.
3. If a force majeure event lasts longer than 30 days, each Party may withdraw from the Agreement to the extent not yet performed.

15.3. Limitation of claims

1. In the event of force majeure, the User shall not be entitled to any claims for damages for delay or non-performance of the Agreement.
2. The above does not violate mandatory legal provisions regarding consumer protection.

15.4. Information obligation

1. Whenever possible, the Operator will inform the User about the occurrence of a force majeure event and its expected impact on the performance of the Agreement.
2. Information may be provided electronically or via a message on the Website.

15.5. Special Cases Regarding Digital Infrastructure

1. The User acknowledges that the functioning of the Website depends on the technical infrastructure of third parties, including:
 - cloud service providers,
 - payment operators,
 - internet service providers.
2. Failures, power outages, cyberattacks or other disruptions on the part of these entities may constitute force majeure.

15.6. International deliveries

1. In the case of international orders, force majeure events may also include:
 - customs delays,
 - border blockades,
 - changes in import regulations,
 - disruptions in the international supply chain.
2. The Operator is not responsible for the consequences of the above events.

16. Suspension and termination of the Agreement

16.1. Termination of the Account Management Agreement by the User

1. The User may terminate the agreement for the provision of electronic services regarding the management of the Account at any time by:
 - using the Account deletion function on the Website (if available), or
 - submitting a request electronically to the address support@memoryposter.eu.
 2. Termination of the Account management agreement does not affect the validity of Sales Agreements concluded before the deletion of the Account.
 3. Deleting the Account does not release the User from the obligation to pay for the ordered Products.
-

16.2. Termination of the contract by the Operator

1. The Operator may terminate the Account management agreement with a 14-day notice period.
 2. The Operator may terminate the contract with immediate effect in the event of:
 - gross violation of the Regulations,
 - violation of third party rights,
 - providing false data,
 - suspicion of fraud or payment abuse,
 - unlawful use of the Website,
 - repeated violation of the terms of use of the Website.
 3. In the case of Consumers, immediate termination of the contract is only applicable in cases of a material breach of the Regulations.
-

16.3. Account Suspension

1. The Operator may temporarily suspend the Account in the event of:
 - suspicion of violation of the Regulations,
 - the need to carry out verification,
 - detection of unusual activity that may pose a security threat,
 - initiating the chargeback procedure.
 2. Account suspension may include:
 - limiting access to functionality,
 - temporary suspension of Order execution.
 3. Whenever possible, the User will be informed about the suspension of the Account.
-

16.4. Consequences of termination of the contract

1. Upon termination of the Account management agreement:
 - The User loses access to the Account,

- the possibility of placing new Orders is blocked,
 - User Content may be deleted from an active system.
- 2. The Operator may store User data to the extent required by law or for the purpose of pursuing claims.
- 3. Provisions regarding:
 - responsibility,
 - intellectual property,
 - complaints,
 - dispute resolution,

remain in force even after termination of the Agreement.

16.5. Termination of the Sales Agreement

1. Termination of the Account management agreement does not result in automatic termination of the concluded Product Sales Agreement.
2. Termination of the Sales Agreement may only occur:
 - in cases provided for by law,
 - in the event of a complaint being accepted resulting in withdrawal from the Agreement,
 - in the event of permanent impossibility of performance resulting from force majeure.

16.6. Prohibition of circumventing the regulations

1. A User whose Account has been terminated or suspended due to a violation of the Regulations may not create a new Account without the prior consent of the Operator.
2. The Operator may block access to the Website in the event of an attempt to circumvent the restrictions.

16.7. Protection of consumer rights

1. The provisions of this paragraph do not violate mandatory provisions of law regarding consumer protection.
2. In case of conflict, the provisions of law shall prevail.

17. Changes to the Regulations

17.1. The right to amend the Regulations

1. The Operator reserves the right to change the Regulations for important reasons, in particular in the event of:
 - changes in legal regulations,
 - changes in the way services are provided,
 - extension or modification of the functionality of the Website,
 - changes in payment models,
 - the need to adapt the Regulations to court rulings or decisions of authorities,
 - the need to remove ambiguities or editorial errors.
 2. Changes to the Regulations may not lead to a limitation of the rights acquired by the User before the date the changes enter into force.
-

17.2. Notification of changes

1. Users with an Account will be informed about the planned change to the Regulations by e-mail or via a message on the Website.
 2. Information about the change will include:
 - the content of the amended Regulations or a link to it,
 - the date the changes enter into force,
 - information about the right to terminate the Account management agreement.
 3. The changes come into effect no earlier than 14 days after the date of informing Users, unless:
 - the change results from mandatory legal provisions,
 - the change is of a purely technical or editorial nature,
 - the change is beneficial to the User.
-

17.3. Right to terminate the contract

1. The User has the right to terminate the Account management agreement before the changes come into effect if he or she does not accept the new provisions.
 2. Failure to object and continued use of the Website after the changes enter into force constitutes acceptance of the amended Regulations.
-

17.4. Contracts concluded before the change

1. Amendments to the Regulations do not affect Sales Agreements concluded before the date of entry into force of the amendments.
 2. The Regulations in force at the time of conclusion of the Agreement shall apply to Agreements concluded before the amendment, unless the law provides otherwise.
-

17.5. Language versions

1. The Regulations may be made available in different language versions.

2. In the event of any discrepancies between the language versions, the version indicated by the Operator as binding shall prevail.

18. Applicable law and jurisdiction

18.1. Applicable law

1. The Regulations and Agreements concluded on their basis are subject to Polish law.
 2. In the case of Consumers who have their habitual residence in a Member State of the European Union, the mandatory provisions of the law of that country also apply , which cannot be derogated from by agreement.
 3. The choice of Polish law does not deprive the Consumer of the protection granted to him under the provisions that cannot be derogated from by agreement in accordance with the law of the country of his habitual residence.
-

18.2. Jurisdiction over Consumers

1. Any disputes between the Operator and the Consumer may be resolved by:
 - o the court having jurisdiction over the Consumer's place of residence, or
 - o the court having jurisdiction over the Operator's registered office,in accordance with applicable law.
 2. The provisions of this paragraph do not limit the Consumer's rights under EU law regarding jurisdiction.
-

18.3. Jurisdiction over Users who are not Consumers

1. Any disputes between the Operator and a User who is not a Consumer shall be subject to the exclusive jurisdiction of the courts having jurisdiction over the Operator's registered office.
-

18.4. Extrajudicial methods of dispute resolution

1. The consumer has the option of using out-of-court dispute resolution methods.
 2. The online dispute resolution (ODR) platform is available at:
<https://ec.europa.eu/consumers/odr>
 3. Using the ODR platform is voluntary and does not exclude the right to pursue claims in court.
-

18.5. Users outside the European Union

1. In the case of Users residing outside the EU, any disputes will be resolved by the courts having jurisdiction over the Operator's registered office, unless mandatory provisions of law provide otherwise.

19. Severability clause

19.1. Partial invalidity

1. If any provision of the Regulations proves to be invalid, ineffective or unenforceable in whole or in part, this shall not affect the validity, effectiveness or enforceability of the remaining provisions of the Regulations.
 2. In such a case, the provisions of the Regulations shall remain in force to the fullest extent permitted by law.
-

19.2. Replacing an invalid provision

1. A provision deemed invalid, ineffective or unenforceable will be replaced by a valid and effective provision that corresponds to the following to the fullest extent possible:
 - the economic purpose of the original provision,
 - consistent intention of the Parties,
 - applicable legal provisions.
-

19.3. Partial ineffectiveness

1. If the invalidity concerns only part of a provision, the remaining part shall remain in force, provided that its continued application is possible.
-

19.4. Interpretation in accordance with law

1. The provisions of the Regulations should be interpreted in a manner ensuring their compliance with applicable law.
2. In the event of a conflict between the Regulations and mandatory provisions of law, the provisions of law shall prevail.

20. Entire Agreement

20.1. The entire legal relationship

1. The Regulations, together with the documents to which they refer, in particular:

- Privacy Policy,
- Cookies Policy,
- information provided before concluding the Agreement,

constitutes the entire agreement between the User and the Operator regarding the use of the Website and the purchase of Products.

20.2. Exclusion of other arrangements

1. The Regulations supersede all prior arrangements, agreements or statements, both oral and written, relating to the subject matter of the Agreement.
 2. Any additional terms proposed by the User shall not apply unless the Operator expressly agrees to them in writing.
-

20.3. No Waiver

1. Failure to exercise or delay in exercising by the Operator any of the rights arising from the Regulations does not constitute a waiver of those rights.
 2. A one-time derogation from the application of a given provision does not mean that it will not be applied in the future.
-

20.4. Form of communication

1. The Parties recognise electronic communication (including e-mails and system messages on the Website) as an effective form of communication in matters related to the performance of the Agreement.
 2. The user is obliged to provide a correct e-mail address and update it in the event of a change.
-

20.5. Primacy of legal provisions

1. In matters not regulated by the Regulations, the relevant provisions of law shall apply.
2. In the event of a conflict between the Regulations and mandatory provisions of law, the provisions of law shall prevail.