

WEBSITE TERMS AND CONDITIONS WWW.REDESIGNERPLANNER.COM

§1 GENERAL PROVISIONS

1. The website www.redesignerplanner.com operates on the principles set out in these Terms and Conditions.
2. The Terms and Conditions specify the conditions for concluding and terminating Agreements and the complaint procedure, as well as the types and scope of services provided electronically by the Website www.redesignerplanner.com, the rules for providing these services, and the conditions for concluding and terminating agreements for the provision of electronic services.
3. Every Service Recipient, upon taking steps to use the Electronic Services of the Website www.redesignerplanner.com, is obliged to comply with the provisions of these Terms and Conditions.
4. The website www.redesignerplanner.com provides access to tools based on artificial intelligence used to generate concepts, plan, and visualize garden spaces. Access to the full functionalities and content of the Website is provided by purchasing a renewable Subscription or in the form of a Single Payment within the available packages (transactions are handled by the payment operator Stripe). All content, designs, plant lists, and visualizations generated and available as part of the paid services of the Website are intended exclusively for the personal use of the Client.
5. The website www.redesignerplanner.com delivers generated projects, lists, and analyses purely for inspirational, visualization, and hobbyist purposes. The tools available on the Website do not replace the professional advice of a landscape architect, gardener, engineer, or surveyor. The User undertakes to use the service with the awareness that AI-generated plans may not take into account specific terrain, soil, climatic conditions, and local building law regulations. The website administrator shall not be liable for any damages, failures in plant cultivation, earthworks costs, or other consequences resulting from attempts to physically implement the generated concepts.
6. In matters not regulated in these Terms and Conditions, the following provisions shall apply:
 - 6.1. the Act on providing services by electronic means of July 18, 2002,
 - 6.2. the Consumer Rights Act of May 30, 2014,
 - 6.3. the Act on out-of-court dispute resolution of consumer disputes of September 23, 2016,
 - 6.4. the Civil Code Act of April 23, 1964, and other relevant provisions of Polish law.

§2 DEFINITIONS CONTAINED IN THE TERMS AND CONDITIONS

1. TERMS AND CONDITIONS - these website regulations.
2. WEBSITE - the Service Provider's website operating at the address www.redesignerplanner.com.
3. ELECTRONIC SERVICE - a service provided electronically by the Service Provider to the Service Recipient via the Website.

4. ACCOUNT - an Electronic Service made available to the User under the Agreement for the provision of a Digital Service concluded with the Seller, allowing them to gain access to training materials available on the Website.
5. ORDER FORM - a form available on the website www.redesignerplanner.com enabling the placement of an Order.
6. ORDER - the Client's declaration of intent constituting an offer to conclude an Agreement with the Seller.
7. SELLER, SERVICE PROVIDER - Damian Idczak, conducting business activity under the firm Damian Idczak, entered into the Central Register and Information on Economic Activity of the Republic of Poland kept by the minister responsible for the economy, place of business and address for service: ul. Nieras Leśny 26a, 95-080 Tuszyn, NIP: 7282893112, REGON: 540577030, e-mail address: contact@redesignerplanner.com, phone number: 888753735.
8. SERVICE RECIPIENT - a natural person, a legal person, or an organizational unit without legal personality, to which the act grants legal capacity, using the Electronic Service.
9. CLIENT - a Service Recipient who intends to conclude or has concluded an Agreement for the provision of a Digital Service with the Seller.
10. CONSUMER - a natural person who performs a legal transaction with an entrepreneur not directly related to their business or professional activity.
11. ENTREPRENEUR - a natural person, a legal person, and an organizational unit that is not a legal person, to which the act grants legal capacity, conducting business or professional activity on its own behalf.
12. DIGITAL SERVICE - a service allowing the Client to produce, process, store or access data in digital form, to share data in digital form that has been uploaded or created by the Client or other users of this service, and other forms of interaction using data in digital form. The Digital Service provided on the Website is access to statistical materials and analyses in text form, obtained via the Account, after concluding the Agreement for the provision of a Digital Service available in a subscription model.
13. AGREEMENT FOR THE PROVISION OF A DIGITAL SERVICE - an agreement concluded between the Client and the Seller via the Website, the subject of which is a Digital Service.
14. SUBSCRIPTION - a paid electronic service allowing the Client to receive access to the Digital Service for a specific Subscription Period. The Subscription is available within the Basic and Pro packages.
15. SUBSCRIPTION PERIOD - the period during which the Digital Service available under the Subscription is provided. The Seller provides a monthly Subscription Period.
16. ORDER - the Client's declaration of intent constituting an offer to conclude an Agreement for the provision of a Digital Service with the Seller.
17. PRICE - the value expressed in monetary units that the Client is obliged to pay to the Seller for the Service or Digital Service.
18. DIGITAL ENVIRONMENT - computer hardware, software, and network connections used by the Client to access or use the Digital Service.
19. COMPATIBILITY - the cooperation of the Digital Service with computer hardware or software that is typically used to use a Digital Service of the same type, without the need to transform them.

20. FUNCTIONALITY - the ability of the Digital Service to perform its functions taking into account its purpose.
21. INTEGRATION - combining the Digital Service with elements of the Client's Digital Environment and incorporating it into these elements to ensure compliance with the Agreement for the provision of a Digital Service.
22. INTEROPERABILITY - the ability of the Digital Service to interact with computer hardware or software other than those typically used to use a Digital Service of the same type.

§3 INFORMATION REGARDING DIGITAL SERVICES AND ORDERING THEM

1. The Website www.redesignerplanner.com sells Digital Services via the Internet.
2. The Digital Services offered on the Website are Functional, Compatible, and Interoperable with hardware meeting the technical requirements indicated on the Website and/or these Terms and Conditions.
3. The information provided on the Website's webpages does not constitute an offer within the meaning of the law. The Client, by placing an Order, makes an offer to purchase a specific Digital Service under the conditions stated in its description.
4. The Price of the Digital Service displayed on the Website is given in Polish zlotys (PLN) and includes all components.
5. The Price of the Digital Service displayed on the Website is binding at the time the Client places the Order. This Price will not change regardless of Price changes on the Website that may appear in relation to specific Digital Services after the Client has placed an Order.
6. The Seller unequivocally informs Clients about unit Prices as well as promotions and reductions in the Prices of Digital Services. Alongside the information about the reduction, the Seller displays the lowest Price of the Digital Service that was applicable during the 30 days prior to the introduction of the reduction, and if the Digital Service has been offered for sale for a period shorter than 30 days, the Seller displays its lowest Price that was applicable from the date of commencement of offering the Digital Service for sale until the date of introducing the reduction.
7. Orders can be placed via the website using the Order Form (Website www.redesignerplanner.com) - 24 hours a day throughout the year,
8. In order to place an Order, the Client is not obliged to register an Account on the Website. The Account will be created after the conclusion of the Agreement for the provision of a Digital Service. By accepting the Website Terms and Conditions during the Order placement, the Client undertakes to adhere to them also regarding the use of the Account on the Website.
9. The condition for the Client to place an Order on the Website is reading the Terms and Conditions and accepting its provisions at the time of placing the Order.
10. The Digital Services available on the Website are intended strictly for the Client's own use and may not be used for other purposes, in particular of an advisory or informational nature for other persons.
11. The Seller provides the technical requirements of the Digital Service in its description on the Website.
12. If a given Digital Service is subject to updates, the Seller informs the Client about the updates and the consequences of failing to install them:

- 12.1. in the case of providing the Digital Service continuously throughout the duration of the Agreement for the provision of a Digital Service,
 - 12.2. in the case of providing the Digital Service on a one-off basis or in parts for a time reasonably expected by the Client, taking into account the purpose of using the Digital Service as well as the circumstances and nature of the Agreement for the provision of a Digital Service.
13. The Client is obliged to install the updates provided by the Seller within a reasonable time. Failure by the Client to install the update in accordance with the instructions provided by the Seller and after informing the Client about the consequences of the lack of installation of the update excludes the Seller's liability for the lack of conformity of the Digital Service with the Agreement.

§ 4 CONCLUSION OF THE AGREEMENT FOR THE PROVISION OF A DIGITAL SERVICE

1. To conclude an Agreement for the provision of a Digital Service, it is necessary for the Client to first place an Order using the methods provided by the Seller, in accordance with § 3 point 7 and 9 of the Terms and Conditions.
2. After placing the Order, the Seller immediately confirms its receipt.
3. The confirmation of the receipt of the Order, referred to in point 2 of this paragraph, binds the Client to their Order. Confirmation of the receipt of the Order is done by sending an e-mail message.
4. The confirmation of the receipt of the Order includes:
 - 4.1. confirmation of all essential elements of the Order,
 - 4.2. withdrawal form,
 - 4.3. instruction on the loss of the right to withdraw from the agreement for the provision of a Digital Service concluded at a distance,
 - 4.4. these Terms and Conditions containing instructions on the right to withdraw from the agreement.
5. Upon the Client's receipt of the e-mail message referred to in point 4 of this paragraph, the Agreement for the provision of a Digital Service is concluded between the Client and the Seller.
6. Every Agreement for the provision of a Digital Service will be confirmed with a proof of purchase (VAT Invoice), which will be sent electronically to the Client's e-mail address provided in the Order Form.

§5 PAYMENT METHODS

1. The Seller provides payment via:
 - 1.1. an electronic payment system (Stripe) and
 - 1.2. via BLIK payment.
2. In the case of payment via the electronic payment system, the Client makes the payment before the commencement of the Order execution. The electronic payment system enables payment by credit card or quick transfer from selected Polish banks.
3. The Client is obliged to pay the Price for the Agreement for the provision of a Digital Service within 1 hour of placing the Order, before the commencement of the provision of the Digital Service, unless the Agreement states otherwise.
4. The Digital Service will be delivered only after it has been paid for.

5. The conclusion of the Agreement for the provision of a Digital Service, subject to the choice of the payment method referred to in point 1.2 of this paragraph, is equivalent to the activation of a Subscription renewed automatically every Subscription Period. In the absence of a cancellation of the Subscription, the amount agreed upon at the conclusion of the Agreement for the provision of a Digital Service will be collected from the Client's bank account along with the start of the next Subscription Period.
6. In the case of selecting the BLIK payment method, an automatically renewable Subscription is not activated, and the Client receives access to the Digital Service for a single Subscription Period.
7. Cancellation of the Subscription may occur via a command executed on the Website or by disconnecting the recurring payment for the Subscription. In such a case, access to the Digital Service will be blocked after the end of the last paid Billing Period.

§6 DIGITAL SERVICES

1. General rules.
 - 1.1. The Digital Service is delivered after the expiry of the deadline to withdraw from the Agreement for the provision of Digital Services, unless the Client previously expressed explicit consent to the delivery of the Digital Service prior to the expiry of this deadline.
 - 1.2. Subject to section 1.1, the delivery of the Digital Service takes place via the Client's Account on the Website immediately, i.e., up to 24 hours from the positive authorization of the transaction by the electronic payment system.
 - 1.3. Exact descriptions of the Digital Service, as well as details about its constituent elements and subject matter, are available on the Website.
 - 1.4. The Seller delivers the Digital Service to the Client in its latest available version.
 - 1.5. The Seller will regularly conduct technical work aimed at maintaining the technical infrastructure of the Website and removing any errors and threats. Technical work will take place during night hours to minimize interruptions in access to the Account and the Digital Service. The Seller will inform about technical breaks at least 24 hours in advance, unless they are the result of a sudden failure whose immediate repair is deemed necessary.
 - 1.6. When using the Digital Service, the Client should avoid adding content (e.g., photos) depicting the image of natural persons or other types of personal data. By using materials containing an image or other personal data, the Client consents to their processing using the Website's system under the terms set out in these Terms and Conditions and the Privacy Policy.
2. Artificial intelligence and its use within the Digital Service.
 - 2.1. Content, data, or materials generated by the Application ("AI Outputs") are created automatically based on data entered by the Client (prompts, commands, files, data).
 - 2.2. To the extent that AI Outputs constitute the subject of economic copyright, the Service Provider transfers to the Client all rights vested in it, within the limits necessary to use them in the Client's business, in particular in the following fields of exploitation:
 - 2.2.1. recording, reproducing, modifying and publishing,

- 2.2.2. disseminating on the Internet, social media and promotional materials,
 - 2.2.3. combining with other works or content,
 - 2.2.4. introducing to trading or making available as part of the Client's business. The transfer of rights occurs upon the generation of the AI Output.
- 2.3. To the extent that AI Outputs do not constitute works within the meaning of copyright law, the Service Provider grants the Client an irrevocable, non-exclusive right to their free and unlimited use for commercial and non-commercial purposes.
- 2.4. The Client acknowledges that AI Outputs may be created in a random, statistical manner or using public language models, and thus may contain elements similar to publicly available content. The Service Provider does not guarantee the originality or lack of similarity of AI Outputs to existing materials.
- 2.5. The Service Provider does not use the input data or the Client's AI Outputs to further train artificial intelligence models, unless the Client expresses separate, explicit consent to it.
- 2.6. The Client may consent to the use of AI Outputs for the purpose of promoting the Service Provider's activity and making the AI Output available in a public register to other Service Recipients. The Client submits such a statement via the appropriate checkbox.
- 2.7. Training of language models used by the Service Provider takes place exclusively on the basis of data and content that can be legally used for this purpose, without infringing the economic rights of third parties.
- 2.8. The Client acknowledges that content generated using the Website's infrastructure as part of the Digital Service is created using artificial intelligence, and in cases required by law, is obliged to disclose this information to recipients (e.g., by marking the content as "AI-generated" or "AI co-created").
- 2.9. The Client undertakes not to use the Digital Service to create or publish content that:
 - 2.9.1. may constitute a deepfake or a simulation of a person without their consent,
 - 2.9.2. is misleading as to the source of the information,
 - 2.9.3. violates copyrights, personal rights, data protection regulations or regulations concerning the combating of unfair competition.
- 2.10. The Service Provider reserves the right to block or remove content generated in a manner violating the law, ethical principles, or provisions of the Terms and Conditions, and to forward relevant information to the competent authorities in the event of a justified suspicion of a violation of the law.
- 2.11. The Client is not entitled to independently or with the participation of third parties reverse engineer, disassemble and decompile the Website's system.

§7 COMPLAINT

1. The basis and scope of the Seller's liability towards a Client who is a Consumer or an entity referred to in § 10 of the Terms and Conditions, due to the lack of conformity of the Digital Service with the agreement, are set out in the Consumer Rights Act of May 30, 2014.
2. The basis and scope of the Seller's liability towards a Client who is an Entrepreneur, referred to in § 9, under the implied warranty are defined in the Civil Code Act of April 23, 1964.
3. The Seller is liable to the Client who is a Consumer or an entity referred to in § 10 of the Terms and Conditions for the lack of conformity of the Digital Service with the Agreement:
 - 3.1. if the Digital Service is provided to the Client continuously throughout the duration of the Agreement,
 - 3.2. if the Digital Service is provided on a one-off basis or in parts - the Seller is responsible for the lack of conformity with the agreement existing at the time of delivery of the Digital Service and revealed within 2 years from that moment.
4. The Client is obliged to cooperate with the Seller to determine whether the lack of conformity of the Digital Service with the Agreement results from the features of the Client's Digital Environment.
5. Notification of the lack of conformity of the Digital Service with the agreement and the submission of an appropriate request can be made via e-mail to:
contact@redesignerplanner.com.
6. The above electronic message should contain as much information and circumstances regarding the subject of the complaint as possible, in particular the type and date of occurrence of the irregularity and contact details. The information provided will significantly facilitate and accelerate the processing of the complaint by the Seller.
7. The Seller will respond to the Client's request immediately, no later than within 14 days from the moment of submitting the complaint.
8. In the case of a complaint from a Client who is a Consumer or an entity referred to in § 10 of the Terms and Conditions, failure to process the complaint within 14 days of its submission is tantamount to its acceptance.
9. The Client may first demand that the Digital Service be brought into conformity with the Agreement. A price reduction and withdrawal from the agreement may be demanded by the Client only in cases specified in the Consumer Rights Act of May 30, 2014.
10. In connection with a justified complaint of a Client who is a Consumer or an entity referred to in § 10 of the Terms and Conditions, the Seller respectively:
 - 10.1. brings the Service or Digital Service into conformity with the Agreement at its own expense,
 - 10.2. reduces the price of the Digital Service (the reduced price must remain in the proportion of the price of the Digital Service conforming to the agreement to the Digital Service not conforming to the agreement and additionally, where the Digital Service is supplied in parts or continuously - taking into account the time during which the Digital Service was not in conformity with the Agreement) and refunds the Consumer or entity referred to in § 10 the value of the reduced Price no later than 14 days after receiving the authorized statement of that Consumer or entity referred to in § 10 on the price reduction,

- 10.3. refunds the price of the Digital Service no later than within 14 days from the day of receiving the statement of withdrawal.
11. The response to the complaint is provided on paper or another durable medium, e.g., email or SMS.
 12. The Seller is not entitled to demand payment for the time during which the Digital Service was not in conformity with the Agreement, even if the Client actually used it before withdrawing from the Agreement.
 13. The Seller is obliged to refund the Price only in the part corresponding to the Digital Service that is not in conformity with the agreement and the Digital Service whose obligation to deliver has ceased as a result of withdrawal from the agreement.

§8 RIGHT OF WITHDRAWAL FROM THE AGREEMENT

1. Subject to point 4 of this paragraph, a Client who is simultaneously a Consumer or an entity referred to in § 10 of the Terms and Conditions, who has concluded a distance agreement, may withdraw from it without giving reasons by submitting an appropriate statement within 14 days.
2. In the event of withdrawal from the agreement, the Agreement is considered void.
3. The fourteen-day period within which the Consumer or the entity referred to in § 10 of the Terms and Conditions may withdraw from the agreement is counted:
 - 3.1. for an agreement in the performance of which the Seller delivers an item being obliged to transfer its ownership - from the day on which the Consumer or the entity referred to in § 10 of the Terms and Conditions (or a designated third party other than the carrier) takes possession of the product,
 - 3.2. for an agreement that involves many items that are delivered separately, in batches or in parts - from taking possession of the last item, its batch or part,
 - 3.3. for an agreement consisting of the regular delivery of an item for a specified time - from taking possession of the first of the items,
 - 3.4. for other agreements - from the date of concluding the agreement.
4. The right of withdrawal from a distance agreement is not granted to the Consumer or the entity referred to in § 10 of the Terms and Conditions in the case of an Agreement:
 - 4.1. for the provision of services for which the Consumer is obliged to pay the price, if the Seller has fully performed the service with the explicit and prior consent of the Consumer, who was informed prior to the commencement of the service provision that upon fulfillment of the service by the Seller, they will lose the right to withdraw from the agreement, and has accepted this to their knowledge,
 - 4.2. for the delivery of digital content not delivered on a tangible medium, for which the consumer is obliged to pay the price, if the entrepreneur has commenced performance with the express and prior consent of the consumer, who was informed before the commencement of the performance that after the performance by the entrepreneur, they will lose the right to withdraw from the contract, and acknowledged this, and the entrepreneur provided the consumer with confirmation.

5. The right to withdraw from the Agreement belongs to both the Seller and the Client in the event that the other party to the agreement fails to perform its obligation within the strictly defined period.
6. Upon withdrawal from the agreement by the Client, the Seller may not use content other than personal data provided or created by the Client during the use of the Digital Service, with the exception of content which: a) is useful only in connection with the Digital Service that was the subject of the agreement, b) solely concerns the Client's activity while using the Digital Service that was the subject of the agreement, c) has been aggregated with other data by the Seller and cannot be disaggregated or only with disproportionate effort, d) has been generated jointly by the Client and other Clients, who can continue to make use of the content.
7. Except in the cases referred to in point 6 of this paragraph, the Seller, at the request of the Client, makes available to them content other than personal data that has been provided or created by the Client while using the Digital Service provided by the Seller, free of charge, within a reasonable time, and in a commonly used and machine-readable format.
8. In the event of withdrawal from the agreement, the Seller may prevent the Client from continuing to use the Digital Service, in particular by blocking the user's account.