

Terms of Service of elementy.xyz

Version of 19 October 2026 · applies to the service available at elementy.xyz
Elementy XYZ sp. z o.o. · ul. Kazimierza Pułaskiego 6/10, 26-600 Radom · KRS
0001265144 · NIP 7963050455 · REGON 545695402 · biuro@elementy.xyz · +48 692
140 468

§ 1. General provisions

1. These Terms of Service (the “Terms”) set out the rules and conditions for providing the Services via the elementy.xyz platform, which makes it possible to configure a modular house in the Elementy XYZ system, obtain an indicative price for it and make a Reservation, provided by Elementy XYZ sp. z o.o. with its registered office in Radom, ul. Kazimierza Pułaskiego 6/10, 26-600 Radom, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Lublin-Wschód in Lublin with its seat in Świdnik, 6th Commercial Division, under KRS number 0001265144, NIP (tax ID): 7963050455, REGON: 545695402.
2. The Terms set out the general conditions of access to the Application and of the Services provided by the Operator on the basis of the Application, available in the Service at elementy.xyz, in accordance with the provisions below.
3. The terms used in these Terms have the following meanings:
 - 1) **Application** – a computer program, being the Operator’s web application available in the Service, which makes it possible to select the base element, additional modules, materials, finishing package, installations and options of a house, with an indicative calculation of its price and transport cost, to download an offer in PDF format and to make a Reservation; using the Application does not require registration or creating an account.
 - 2) **Payment gateway** – a service enabling financial transactions to be carried out by external service providers other than the Operator – PayU S.A. with its registered office in Poznań, Poland.
 - 3) **Payment Method** – the method of paying the Deposit: online payment via the Payment gateway (within the methods offered by its operator, in particular BLIK, fast bank transfer or payment card) or a traditional bank transfer to the Operator’s bank account indicated in the Service.
 - 4) **Operator** – the Service Provider, i.e. Elementy XYZ sp. z o.o. with its registered office in Radom, ul. Kazimierza Pułaskiego 6/10, 26-600 Radom, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Lublin-Wschód in Lublin with its seat in Świdnik, 6th Commercial Division, under KRS number 0001265144, NIP: 7963050455, REGON: 545695402.

- 5) **Reservation** – the reservation of a date for starting cooperation with the Operator on the construction of the house configured in the Application, made via the Service and combined with payment of the Deposit.
- 6) **Regulation or GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119, 4.5.2016, p. 1, as amended).
- 7) **Service** – the website available on the Internet at elementy.xyz, run by and owned by the Operator, enabling use of the Services via the Application.
- 8) **Digital environment** – the computer hardware, software and network connections used by the Client to access or use the Application.
- 9) **Agreement** – the reservation agreement concluded between the Operator and the Client via the Service as a result of making a Reservation, on the terms set out in § 5 of the Terms.
- 10) **Main Agreement** – a separate agreement concluded between the Operator and the Client outside the Service, the subject of which is the design, manufacture, delivery and assembly of a modular house, setting out in particular the final price, scope of work and completion date.
- 11) **Services** – services provided electronically on the terms set out in these Terms. As part of the Services, the User gains access via the Service to: use of the Application, including downloading an offer for the configured house in PDF format; the contact form and the “Ask about the house” assistant, which make it possible to send an enquiry to the Operator; the newsletter; the Reservation.
- 12) **User** – any person using the Service, including the Application. Using the Service does not require registration.
- 13) **Client** – a User who has made a Reservation: a natural person with full legal capacity, a legal person, or an organisational unit without legal personality to which the law grants legal capacity.
- 14) **Consumer** – a Client who is a natural person making a Reservation not directly related to their business or professional activity (Article 22¹ of the Polish Civil Code). The provisions of the Terms concerning Consumers also apply to a natural person concluding an Agreement directly related to their business activity where the content of the Agreement shows that it is not of a professional nature for that person.
- 15) **Deposit** – the amount of PLN 1,000 (one thousand złoty), the same in all language versions of the Service, paid when making a Reservation and credited in full towards the price set out in the Main Agreement. The Deposit is an advance payment (zaliczka) and not an earnest money

deposit (zadatek) within the meaning of Article 394 of the Polish Civil Code.

§ 2. Rules, conditions and scope of the Services

1. Any User may use the Service. A Reservation may be made by a natural person who is at least 18 years old and has full legal capacity, or by a person authorised to represent an entity referred to in the definition of Client.
2. The Services are provided on the terms set out in these Terms.
3. Correspondence between the Client and the Operator concerning the Services is conducted using the Client's e-mail address given in the Reservation form or in the contact form. If the e-mail address for correspondence changes, the Client must notify the Operator.
4. As part of the Services, the Operator gives the User access via the Application to its functions, i.e. configuring a house with an indicative price, downloading an offer in PDF format, sending an enquiry, subscribing to the newsletter and making a Reservation.
5. Using the Application does not require registration or creating an account. The Service does not automatically save the choices made in the Application – they reach the Operator only when the User sends them via the contact form or the Reservation form.
6. Use of the Service, including the Application, is free of charge. Only the Reservation is subject to payment, which requires payment of the Deposit on the terms set out in § 4–6 of the Terms.
7. Charges for Internet access and data transmission are borne by the User according to the terms of their Internet provider.
8. The Client must use the Application in accordance with the law and good practice, without infringing the personal rights of third parties or the interests of the Operator, and must not transfer the right to use the Services to third parties.
9. The Client undertakes to:
 - 1) use the Services in a way that prevents third parties from viewing or interfering with data available via the Application;
 - 2) refrain from any action that could cause the loss of data held by the Operator;
 - 3) report to the Operator any irregularities concerning the use of the Services;
 - 4) cooperate with the Operator in handling the Client's complaint referred to in these Terms.

§ 3. Technical requirements

1. To use the Services, the User should have the following tools and technical conditions of the Digital environment:
 - 1) a device with Internet access and a minimum screen width of 360 px;
 - 2) a stable Internet connection;
 - 3) a current version of the Chrome, Safari, Firefox or Edge web browser with JavaScript enabled;
 - 4) software for reading PDF files.
2. To make a Reservation or send an enquiry, the User must have an active e-mail address.
3. The User may not provide unlawful content. If the Operator receives an official notice or credible information that data provided by the User is unlawful, the Operator may block access to such data. In accordance with the law, the Operator is not liable for damage resulting from blocking access to unlawful data.
4. Using the Application may involve risks associated with using the Internet (e.g. computer viruses, interference by unauthorised persons). The Operator advises taking appropriate security measures, including installing suitable antivirus software.

§ 4. Reservation

1. To make a Reservation, the User:
 - 1) configures the house in the Application and selects the Reservation option;
 - 2) fills in the Reservation form, giving in particular their first name and surname (and, for a business, also the company name and tax number), e-mail address, telephone number and the cadastral parcel identifier of the plot on which the house is to be built (for plots outside Poland – the plot designation in the land register of the country of construction);
 - 3) accepts the Terms and confirms having read the Privacy Policy;
 - 4) if they are a Consumer and want the Operator to start the preliminary plot analysis before the withdrawal period expires – makes an express request to that effect;
 - 5) selects a Payment Method and pays the Deposit.
2. After sending the Reservation form, the User receives a Reservation number. Online payment is made on the website of the Payment gateway operator; the terms and rules of that operator also apply to the payment. For a traditional bank transfer, the User receives the transfer details and states the Reservation number in the transfer title.
3. Once the Deposit has been booked, the Operator sends the Client, to the e-mail address provided, a confirmation of conclusion of the Agreement together with the content of the Terms and a confirmation of the

Reservation in PDF format.

4. The User is responsible for the accuracy of the data given in the Reservation form. A person making a Reservation on behalf of an entity referred to in the definition of Client declares that they are authorised to act on its behalf.

§ 5. Reservation agreement

1. The Agreement is concluded when the Payment gateway operator confirms payment of the Deposit or, in the case of a traditional bank transfer, when the Operator's bank account is credited with the amount of the Deposit.
2. The Agreement is concluded for a period of 1 (one) month from the date of its conclusion. During this period the Parties hold talks with a view to concluding the Main Agreement. The Agreement expires when the Main Agreement is concluded or when that period ends, unless the Parties agree by e-mail to extend it.
3. These Terms form an integral part of the Agreement. In the event of any discrepancy between the Agreement and these Terms, the provisions of these Terms prevail.
4. Anyone may read the full content of the Terms before concluding the Agreement; the Terms are available at elementy.xyz.
5. A condition for making a Reservation is that the Client reads and accepts these Terms.
6. In case of doubt, acceptance of these Terms by the Client means that the Client has declared that they have read their content, raise no objections and are fully aware of all legal consequences of accepting these Terms.
7. Under the Agreement, the Operator undertakes to:
 - 1) reserve a date for starting cooperation with the Client on the construction of the house configured in the Application;
 - 2) carry out a preliminary planning analysis and plot-capacity analysis of the plot indicated by the Client and provide its results to the Client within 5 business days of the conclusion of the Agreement or, for a Consumer who has not made the request referred to in § 4(1)(4), within 5 business days of the end of the withdrawal period.
8. The Deposit is credited in full towards the price set out in the Main Agreement.
9. A Consumer may withdraw from the Agreement within 14 days of its conclusion without giving any reason. To meet the deadline, it is sufficient to send the statement before it expires. The statement may be made in any form, in particular to the e-mail address biuro@elementy.xyz or to the Operator's registered office address, including using the model withdrawal form constituting Annex 2 to the Polish Consumer Rights Act of 30 May 2014, provided at the end of these Terms.

10. If a Consumer has requested that the preliminary plot analysis be started before the withdrawal period expires and then withdraws from the Agreement, they must pay an amount proportionate to the services performed up to the moment of withdrawal, which the Operator deducts from the Deposit.
11. If the Main Agreement is not concluded for reasons attributable to the Client, including where the Client resigns or the period referred to in paragraph 2 expires, the Deposit is not refundable unless the Parties agree otherwise. The first sentence does not affect the Consumer's right of withdrawal referred to in paragraph 9.
12. If the Main Agreement is not concluded for reasons attributable to the Operator or for technical or legal reasons that make it impossible to build the house on the plot indicated by the Client, in particular reasons arising from the preliminary plot analysis, the Operator refunds the Deposit in full.
13. The Deposit or part of it is refunded without delay and no later than 14 days from receipt of the statement of withdrawal or from the date on which the circumstances referred to in paragraph 12 are established, using the same means of payment as used by the Client, unless the Client has expressly agreed to another method of refund that involves no costs for them.
14. The Client may cancel the Reservation at any time by sending a statement to biuro@elementy.xyz. The consequences of cancellation for the refund of the Deposit are set out in paragraphs 9–13.
15. The Operator may terminate the Agreement with immediate effect by sending a statement to the Client's e-mail address in the following cases:
 - 1) breach of the Terms by the Client, after a prior request to cease the breach and the ineffective expiry of the time limit set;
 - 2) the Operator receiving information from state authorities that the Client or User has committed, or is suspected of committing, using the Services provided by the Operator, an offence against property, business transactions, the reliability of documents or the protection of information;
 - 3) actions by the Client or User contrary to generally applicable law that affect the performance of the Agreement;
 - 4) where the Operator is obliged to terminate the Agreement under anti-money-laundering and counter-terrorist-financing rules or other generally applicable laws.
16. If the Agreement is terminated by the Operator, the Deposit is refunded in full, within the time limit and in the manner set out in paragraph 13.

§ 6. Deposit and prices

1. The Deposit is payable when making the Reservation, using the selected Payment Method. The Deposit is expressed and payable in Polish złoty (PLN), also for Reservations made in the Swedish, German and Austrian versions of the Service.
2. For a traditional bank transfer, the date of payment is the date on which the Operator's bank account is credited.
3. For some Payment Methods, the external service provider may charge the User fees, e.g. for foreign transactions or other fees related to the selected Payment Method.
4. Prices shown in the Application are estimates and do not constitute an offer within the meaning of Article 66 of the Polish Civil Code. The final price, scope of work and completion date are set in the Main Agreement, after verification of the plot, location and the Client's requirements.
5. Prices shown in the Application are gross prices and cover the scope indicated in the configuration summary. They do not include the plot, foundation or utility connections unless the Main Agreement provides otherwise. The transport cost is calculated indicatively, based on the approximate distance from the production plant.
6. Prices for projects carried out in Poland include VAT at 8%, the rate applicable to housing covered by the social housing programme, provided that the conditions for applying it are met, including an appropriate structure of the Main Agreement. Prices for projects carried out in Sweden, Germany and Austria include the VAT rate applicable in the country of construction. The final VAT settlement is set out in the Main Agreement.
7. Prices may change between the configuration and the conclusion of the Main Agreement, in particular in the event of a significant change in material prices. A change in prices does not affect the amount of the Deposit paid.

§ 7. Liability

1. The Operator undertakes to provide the Services with due diligence, resulting from the professional nature of its business, in accordance with its knowledge, technical capabilities and the Terms.
2. The Operator makes every effort and takes the necessary steps to ensure that the Application, and thus the Services, function properly, and strives to ensure Users' privacy and confidentiality when using the Services.
3. The Operator is liable for failure to provide a Service after conclusion of the Agreement and for improper performance of a Service.
4. Towards Clients who are not Consumers, the Operator's total liability under the Agreement is limited to the amount of the Deposit paid, and liability for lost profits is excluded.
5. The provisions of this section do not exclude or limit the Operator's liability

towards Consumers arising from mandatory provisions of law.

6. The Operator is not liable for interruptions in the provision of the Services that occur for reasons beyond its control.
7. The Operator is not liable in connection with improper use of the Application, or in connection with:
 - 1) malfunction of the device used to access the Services;
 - 2) malfunction of the Application on such devices;
 - 3) malfunction of the communication system or the quality of the Internet connection through which the User uses the Services.
8. The Operator is not liable for errors in data generated by the Application caused by incorrect or improperly entered data provided by the User.
9. Prices, parameters and transport distances shown in the Application are indicative and do not constitute an assurance as to the final price or terms of performance, which are set out in the Main Agreement.
10. The Operator is not liable for content that does not originate directly from it, in particular content provided by the User or Client.

§ 8. Intellectual property

1. The Operator grants the User a free, non-exclusive, revocable and non-transferable licence to use the Application to the extent necessary to use the Services, for the duration of use of the Service.
2. The licence referred to in paragraph 1 permits use of the Application only to the extent necessary to use the Services.
3. Use of the Application may not go beyond the scope set out in these Terms.
4. The User is not entitled to develop, in whole or in part, a similar application using the Application as a model.
5. Regardless of the technical means used, the User is not entitled to allow third parties to use the Application or to use the Application for the needs of third parties in any way other than that indicated in paragraph 2.
6. Content presented in the Service, including visualisations, floor plans, designs, descriptions and technical solutions of the Elementy XYZ system, including the module connection system, is subject to the Operator's rights or is used with the consent of the entitled parties. Copying or using it without the Operator's consent is prohibited, except where permitted by law.
7. Unless expressly permitted, the User is not entitled to:
 - 1) store, reproduce, distribute, modify, display, play, publish, license, create derivative works from, offer for sale or use content and information contained in the Application or obtained through it;

- 2) circumvent, remove, alter, deactivate, destroy, block, obscure or disable protections of content and other elements of the Service and the Application, including the graphical interface, copyright notices and trademarks;
- 3) use “robot”, “spider”, “scraper” programs or other automated means to access the Application;
- 4) decompile, reverse-engineer or disassemble the software or other products and processes available through the Application;
- 5) introduce any code or products or manipulate the content of the Application in any way;
- 6) use any method of extracting, collecting or mining data;
- 7) transmit in any way material intended to disrupt, prevent or limit the operation of the Application or of computer or telecommunications equipment, including computer viruses and other harmful code, files and programs.
8. In the event of a breach of these Terms or unlawful or dishonest use of the Services, the Operator reserves the right to disable or restrict the User’s access to the Application.

§ 9. Complaints

1. The Client has the right to submit a complaint concerning the Services provided by the Operator, including problems with the operation of the Application.
2. A complaint may be submitted:
 - 1) in writing to: ul. Kazimierza Pułaskiego 6/10, 26-600 Radom, Poland;
 - 2) electronically to: biuro@elementy.xyz.
3. A complaint should include:
 - 1) the first name and surname or company name of the Client;
 - 2) the subject of the complaint;
 - 3) the circumstances justifying the complaint, in particular when the problem with the Service, including the Application, occurred;
 - 4) the Client’s e-mail address for contact regarding the complaint – if different from the e-mail address given in the Reservation;
 - 5) a correspondence address, if the Client submitted the complaint in writing and requests a written reply.
4. If a complaint does not meet the requirements set out in paragraph 3, the Client will be informed of the need to complete it.
5. If a complaint meets the requirements set out in paragraph 3 but the Operator considers it necessary for its proper consideration, in particular to

determine whether a malfunction of the Application results from the characteristics of the Client's Digital environment, the Operator will promptly ask the Client to supplement it, specifying the time limit and scope, with a notice that failure to do so within the time limit will result in the complaint not being considered. This time limit will be no shorter than 7 (seven) days. After it expires without effect, the complaint is not considered.

6. The Operator replies to a complaint within a reasonable time and, in particularly complex cases requiring additional explanations, no later than 14 (fourteen) days from its receipt. If the Operator does not reply within this time, the complaint is deemed accepted.
7. The Operator replies to a complaint electronically to the e-mail address indicated by the Client. If the complaint is submitted in writing, the Client should indicate the method of communication, giving an e-mail address or correspondence address for the reply.
8. The Client may refer a dispute that was the subject of a complaint to a common court. Exhausting the complaint procedure described in paragraphs 1–7 is not a condition for bringing a claim before a court.
9. Complaints concerning a house built under the Main Agreement are handled in accordance with the Main Agreement, the Warranty Terms and the law.

§ 10. Personal data

1. The Operator is the controller of the personal data of Users and Clients. The Operator collects personal data solely for the purpose of providing the Services, including handling enquiries, the newsletter and Reservations, and settling the Deposit.
2. Information on the processing of personal data by the Operator as controller is contained in the Privacy Policy available in the Service. The User reads it before sending the contact form or the Reservation form and before subscribing to the newsletter.

§ 11. Changes to the Terms

1. The Operator is entitled to amend the Terms.
2. An amendment of the Terms that is not necessary to keep the Services consistent with the Terms may be made in justified cases, such as:
 - 1) a change in the law affecting the content of the Terms and the need to adapt them to remain compliant with the law;
 - 2) functional and technological changes to the Services and the introduction of new or additional functions or options;
 - 3) a change in the scope of the Services or the way they are provided by the Operator;
 - 4) improvement of the Services;

- 5) the need to adapt the Terms to recommendations, orders, judgments, decisions, interpretations or guidelines of courts and competent public authorities;
 - 6) changes related to the security of the Services;
 - 7) administrative changes, including changes to identification or contact details;
 - 8) editorial changes to remove or correct errors.
3. The Operator will announce a change to the Terms by publishing the amended Terms in the Service. Publication will take place 30 days in advance, where this is possible given the nature of the changes.
 4. The Client will also be notified of changes to the Terms by e-mail.
 5. Changes to the Terms do not affect Agreements concluded before the changes enter into force, unless the change is favourable to the Client or results from the law.

§ 12. Final provisions

1. These Terms are available free of charge via the elementy.xyz Service.
2. These Terms are governed by Polish law. The choice of Polish law does not deprive the Consumer of the protection afforded by provisions that cannot be derogated from by agreement under the law of the country of their habitual residence.
3. The Terms are made available in the Service in Polish, English, Swedish and German. In the event of discrepancies, the Polish version prevails, subject to paragraph 2.
4. Disputes with Clients who are not Consumers are settled by the court having jurisdiction over the Operator's registered office.
5. A Consumer may use out-of-court complaint and redress procedures, in particular the assistance of a municipal or district consumer ombudsman or the regional Trade Inspection office (Inspekcja Handlowa) in Poland.
6. If any provision of these Terms is found to be invalid, unlawful or unenforceable, this does not affect the validity, legality and enforceability of the remaining provisions.
7. Matters not regulated in these Terms are governed by generally applicable law, in particular the Polish Civil Code.
8. These Terms enter into force on the date of their publication in the Service.

Annex – model withdrawal form

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

- **To:** Elementy XYZ sp. z o.o., ul. Kazimierza Pułaskiego 6/10, 26-600 Radom, Poland, e-mail: biuro@elementy.xyz
- I/We(*) hereby give notice that I/we(*) withdraw from my/our(*) contract for the provision of the following service(*): reservation of a house construction slot, Reservation number:
- Concluded on:
- Name of consumer(s):
- Address of consumer(s):
- Signature of consumer(s) (only if this form is notified on paper):
- Date:

(*) *Delete as appropriate.*