

## Statute of the website POL-LANGUA.PL

Thank you for visiting our website available on <http://pol-langua.pl> (further as “**Pol-langua.pl**”, “**website**” “**service**”)

Pol-langua is a website allowing booking participation in the Polish language as a foreign language for foreigners. Website allows for access to materials from the lesson. Form of this statute found arrangement of general rules and terms of condition from the Website.

Present conditions in case of make a decision of using Pol-langua.pl regulate especially the rules of using the Website, including our responsibility.

### Please familiarise with the statute

#### Pol-langua Team

##### 1) ABOUT US

The owner of Pol-langua.pl is Michał Matysiak running business operations by company PW MATYSART MICHAŁ MATYSIAK written to the Central Register and Information on Economic Activity in the Republic of Poland running by the ministry of economy having the address of running the company and having a postal address: Podgaje 7, 26-804 Stromiec TIN 7981427077, National Business Registry Number 140583450 and e-mail: [langua@matysart.pl](mailto:langua@matysart.pl) , telephone number (+48) 791 660 197 (further as “**Service Provider**”).

##### 2) DEFINITIONS

1. Definitions used in the present Statute means:

- a) **APPLICATION** - mobile application include educational materials additionally support the process of learning Polish as a foreign language which Service Provider may make available to the Client within Contract.
- b) **CONTACT FORM** - Electronic Service, interactive form available in the Website allowing the client contact with the Service Provider.
- c) **ORDER FORM** - Electronic Service, interactive form available in the Website, allowing contact with the Service Provider in the aim booking the term of realise service and Contract Conclusion.
- d) **CLIENT, RECIPIENT OF SERVICES** - (1) natural person having full ability for the law action and in other cases existing in law natural person having limited ability for the law action; (2) corporate entity or (3) organic unit not having legal personality, which the law allows for legal personality - which signed or is going to sign Contract with Service Provider or is using or is going to use Electronic Service.
- e) **CIVIL CODE** - law civil code from 23 April 1964 (Dz. U. Nr 16, poz. 93 ze zm.)
- f) **ACCOUNT** - Electronic Service marked by individual name (login) and password giving by Service Provider deck of resources and functionalities available in ICT system of Service Provider where the data given by the Client and one’s actions on the Website are collected.
- g) **NEWSLETTER** - Electronic Service, electronic distribution service providing by Service Provider, by electronic mail e-mail, which allows all using it Clients to receive automatic periodic content another editions of the newsletter providing information about the news and promotions on the Website.
- h) **COPYRIGHT** - the law of copyright and related rights from 4 February 1994 (Dz. U. Nr 24, poz. 83 ze zm.)

- i) **STATUTE** - present statute of the Website
- j) **WEBSITE, SERVICE, POL-LANGUA.PL** - the Website of Service Provider available on the Internet address <http://pol-langua.pl/>
- k) **CONTRACT** - contract of supply of services by Service Provider behalf of the Client services include participation in lesson of Polish as a foreign language for foreigners, written in detail on the Website; signed by the Website as a result of agreement between Service Provider and Client.
- l) **ELECTRONIC SERVICE** - service giving by electronic service by on behalf of the Client by the Website consistent with the Statute.
- m) **SEVICE PROVIDER** - Michał Matysiak running business operations by company PW MATYSART MICHAŁ MATYSIAK written to the Central Register and Information on Economic Activity in the Republic of Poland running by the ministry of economy having the address of running the company and having a postal address: Podgaje 7, 26-804 Stromiec TIN 7981427077, National Business Registry Number 140583450 and e-mail: [langua@matysart.pl](mailto:langua@matysart.pl) , telephone number (+48) 791 660 197.
- n) **LAW OF CONSUMER'S RIGHT, LAW** - law from 30 May 2014 of consumer's right (Dz.U. 2014 poz. 827 ze zm.).

### 3) GENERAL CONDITIONS OF USING POL-LANGUA.PL

1. Client is obliged to use the Website in the way which is legitimate and public decency having regard to respect personal rights and copyright and intellectual property Service Provider as well as third parties. Client is obliged to input the data as it factually correct.
2. Administrator of personal data processing on the Website regardless to implementation of the provision of the present Statute is Service Provider. Personal data shall be processed for the purposes of, in during the period and on the basis of the grounds and principles indicated in the **privacy policy** published on the Website. Privacy policy includes most of all, rules about processing personal data by the Administrator on the Website, including grounds, aims and period of processing personal data, and law of people which the data concern and information about using in the Website cookies files and analytical tools. Using of the Website is volitional. Similar to giving the personal data by the user of the Website is also volitional with saving clause exceptions pointed in privacy policy (conclusion of contract and responsibilities of the Service Provider regulated by the law).
3. Recipient of services is obliged to use the Website in the way which is legitimate and public decency having regard to respect personal rights and copyright and intellectual property Service Provider as well as third parties. Recipient of services is obliged to input the data as it factually correct. It is forbidden by law to input by the recipient of the services the content which is against the law.
4. Service Provider respect art. 14 point 1 from 18 July 2002 law of supply of services electronically (Dz.U. 2002 nr 144, poz. 1204 ze zm.) according to *is not responsible for the data stored who makes the resources of the information and communication system available for storage by the recipient of the data is not aware of the unlawful nature of the data or of the activities related to them, and if official notification is received or credible evidence of the unlawfulness is obtained the nature of the data or related activities will immediately prevent access to the data.*
5. Technical requirements necessary to cooperate with the information and communication system used by Service Provider: (1) computer, laptop or other multimedia device with the access to the Internet; (2) access to electronic mail; (3) Internet browser in updated version: Mozilla Firefox in version 17.0 and higher

Internet Explorer, Opera, Google Chrome, Safari or Microsoft Edge; (4) recommended minimum screen resolution: 1024x768; (5) enable in the Internet browser possibility of saving cookies files and the service of Javascript.

#### **4) ELECTRONIC SERVICES ON THE WEBSITE**

1. Any Client may use the Website under the terms and conditions specified in the Statute.
2. The Client may use the following Electronic Services on the Website:
  - a. **Order Form;**
  - b. **Account;**
  - c. **Contact Form;**
3. Detailed description of Electronic Services and operating rules is available in Statute and on the Website.
4. Service Provider is obliged to provide Electronic Services without defects.

#### **5) ORDER FORM**

1. **Using of Order Form** is possible after (1) moving to bookmark “**Book lessons**” or after clicking the button “Book” on the Website, filling Order Form and clicking the field “**SEND**” - up to this moment there is a possibility of modification of the input data on one’s own. In the Order Form essential is giving by the Client data such as: name and surname, electronic mail address, telephone number and pointed in the Order Form information about the lessons. In case Clients who are not consummates it is also essential to put name and address of the company for VAT invoice and TIN number
2. Electronic Service Order Form is provided free of charge, with the reservation that possible the Contract concluded as a result of using the Order Form is for a fee. The service The Electronic Order Form is a one-time form and ends when sent by messages through it or when it has been previously discontinued by Client.

#### **6) CONTRACT**

1. The Website allows conclusion a Contract. Kinds, description and lessons covered by the Contract are given on the Website.
2. Conclusion a Contract is possible after using by Client the Order Form. Contract is concluded as follows: after clicking the button “**SEND**” in the order form Service Provider contact with the Client and present offer including in particular specific terms and prices of the lessons and the Contract is concluded in the moment when Client accepts the valuation.
3. Upon conclusion of the Contract, the Service Provider shall immediately confirm its conclusion. Confirmation of the Contract is done by sending the Service Provider to the Client an appropriate e-mail to the e-mail address given in when submitting an enquiry, the Client's e-mail address, which contains at least the statements Seller on conclusion of the Contract and its acceptance for execution.
4. The content of the concluded Contract shall be preserved, secured and made available to the Client by (1) making these Statute available on the Website and (2) sending them to the Client e-mails after the conclusion of the Contract.
5. **Method and date of payment under the Contract:**
6. Service Provider shall make available the following payment methods under the concluded Contract:
  - a) Payment by transfer to the Service Provider's bank account.
  - b) Electronic payments and payment card trough the **Przelewy24.pl** co partnership PayPro S.A. legal address Poznań (place of business Kanclerska 15 Street, 60-327 Poznań) written to Register Of Entrepreneurs National Court Registry running by

Regional Court Poznań - Nowe Miasto i Wilda in Poznań VIII Commercial Division of the National Court Register, National Court Register number 0000347935 TIN 7792369887 National Business Registry Number 301345068; <https://www.przelewy24.pl/>.

7. Payment deadline - the Customer is obliged to make payment under the Contract no later than within 3 calendar days after its conclusion, for the first order and within 7 days calendar for the second and subsequent contracts, but in any case no later than before the date of the first lesson under the Contract.

8. The price of the service shown in the Order Form is given in Polish zloty and is gross price

9. Provision of services to the Client, including participation in lessons of Polish as a foreign language for foreigners are carried out remotely, via Skype application, on time or on dates agreed by the Client and the Service Provider before the conclusion of the Contract, but not earlier than on days the Client's payments under the Contract are booked on the bank or settlement account Service providers. To the extent the Contract covers access to educational materials, they are made available in the Customer Account and may be made available in the Application if so indicated prior to conclusion Contract.

10. Both the client and the Customer may withdraw from the contract if the other party grossly violates the terms and conditions of the Contract, including in particular preventing the party unbinding the performance of the Contract.

## 7) ACCOUNT

1. Electronic Service Account is provisioned free of charge for indefinite period of time.
2. **Account is established for the Client by Service Provider** in case conclusion of Contract. Account allows access to educational materials supporting lessons included in the Contract as well as browsing booked terms of the lesson and managing by Client one's personal data.
3. Recipient of Services is obliged to current update one's data given for Account in case of changes.
4. Recipient of Services is allowed to own only one account at time. The Customer is obliged to keep the access data to the Account secret from third parties. The Customer is not entitled to grant access to the Account and its educational materials to others including by renting or lending an Account.
5. Service Provider reserves the right to suspend the use of the Account by the Customer if, despite a reminder from the Service Provider stating the reason:
  - a) Recipient of Service violate the Statute.
  - b) Recipient of Service defaults with any payments for the Service Provider.
  - c) Recipient of Service grant access to the Account and its educational materials to others including by renting or lending an Account.
6. Suspension of the Account may come for limited period of time pointed by the Service Provider or indefinite period of time. At time of the suspension of the Account Recipient of Service is obliged to start the action following remove the reasons for the suspension and after that removal is obliged to inform the Service Provider immediately. The Service Provider shall unblock the Account immediately after the reason for its suspension ceases, not later than 10 calendar days.
7. In case suspension of the Account lasting over 30 calendar days and the causes do not cease the Service Provider can terminate the contract of using Electronic Service to the Recipient of Service with **7 days advance**. Terminate of the Contract is followed by deleting the account of the Recipient of Service.

8. The Recipient of Service can at any time and without giving reasons deleting the Account (resignation from the Account) by sending the request to the Service Provider, especially by e-mail to: [langua@matysart.pl](mailto:langua@matysart.pl) .

#### **8) NEWSLETTER**

1. Using the Newsletter is free of charge.
2. For the Newsletter can subscribe by clicking the checkbox when filling the Order Form - when press the “**SEND**” button in the Order form the Recipient Of Service is signed up for the Newsletter.
3. Client has possibility any time and without giving reasons to unsubscribe (resign from the Newsletter) by sending the demand to the Service Provider, especially by e-mail address: [langua@matysart.pl](mailto:langua@matysart.pl) .

#### **9) CONTACT FORM**

1. **Using the Contact Form** is possible by go to the bookmark “**Contact**” visible on the Website and it requires two next steps by the Recipient of Service - (1) filling the Contact Form with the data pointed as obligatory and (2) clicking on the Website after filling the Contact Form filed “**SEND**”. It is a necessity to write in the Contact Form the subject and the content of the message forwarded to Service Provider and data of Recipient of Service as follow: name and e-mail address where the response of the Service Provider should go.
2. Electronic Service Contact Form is provided free of charge also it has one-off character and its finished with the moment of sending the message by the service or with the moment of stop sending the message trough it by the Recipient of Service.

#### **10) APPLICATION**

1. The Service Provider may make available to the Client in the terms of Contract access to the Mobile Application with educational materials additionally supporting the process of learning Polish as a foreign language. In that case the Application is available to install on mobile devices in Play Store or in Apple Store.
2. Using the Application is regulated by separated statute of application.
3. Recipient of Services is allowed to own only one account in the Application at time. The Customer is obliged to keep the access data to the Application secret from third parties. The Customer is not entitled to grant access to the Application and its educational materials to others including by renting or lending an Application.

#### **11) CONTACT WITH POL-LANGUA.PL**

1. The primarily form of current distance contact with the Service Provider is electronic mail (e-mail: [langua@matysart.pl](mailto:langua@matysart.pl) ) or telephone through which information can be exchanged with us on use of Pol-langua.pl. Customers may also contact us on other legally permissible ways.

#### **12) COMPLAINTS CONCERNING POL-LANGUA.PL**

1. Complaints related to activity of the Website including complaints concerning Electronic Services as well as complaints related by make by the Service Provider the Contract, Client may make for example by electronic mail (e-mail) to address: [langua@matysart.pl](mailto:langua@matysart.pl) .
2. The Service Provider recommend indication in the description of the complaint (1) information and circumstances concerning the subject matter the complaint, in particular the type and date of the irregularity; (2) Client claim and (3) contact data of person who makes a complaint This will make it easier and quicker for complaints to be dealt with by the Service Provider. The requirements in the previous sentence are only a

recommendation and do not affect effectiveness of complaints submitted without the recommended description of the complaint.

3. The Service Provider shall respond to the complaint immediately, no later than within 14 calendar days from the date of its submission.

### **13) WITHDRAWAL FROM A CONTRACT BY THE CONSUMER**

1. Present point of the Statute applies only to the Clients who are consumers.
2. **The right of withdrawal from a distance contract shall not apply to the consumer in respect of, inter alia to contracts: (1) for the provision of services, where the Service Provider has provided the service in full with his express consent the consumer who was informed before the start of the service that, after the service has been provided the service provider will lose the right of withdrawal; (2) for the supply of digital content which is not recorded on a tangible medium, if the performance has begun with express consent the consumer before the end of the withdrawal period and after having been informed by the Service Provider on loss of right of withdrawal.**
3. With condition point 13.2 of the Statute a consumer who has concluded a distance contract may, within 14 to withdraw from it without giving any reason and at no cost, subject to the costs referred to 13.4 of the Statute. To meet the deadline it is sufficient to send a statement before its expiry.
4. Possible costs related to the consumer's withdrawal from the contract which he has to bear consumer: In the case of a service where performance has begun, at the express request of the consumer before the expiry of the withdrawal period, the consumer who performs ones right of withdrawal shall contracts after such a request has been made, ones is obliged to pay for the services provided until withdrawal from the contract. The amount of the payment shall be calculated in proportion to the extent of the benefit provided, with taking into account the price or remuneration agreed in the contract. If the price or remuneration is excessive, the basis for calculation of this amount is the market value of the benefit provided.
5. Statement about withdrawal from a contract may be submitted for example in an electronic form by e-mail to address: [langua@matysart.pl](mailto:langua@matysart.pl). Sample exemplification of the form of withdrawal is included in the attachment number 2 Law of Consumer's Rights. The consumer may use the sample exemplification but it's not obligatory.
6. The period for withdrawal from the contract shall start from the date of conclusion of the contract.
7. Included in present point 10 of the Statute provision about consumer are in use since 1 January 2021 for the contact for contracts concluded from that date also to a Customer who is a natural person concluding a contract directly related to its business activity, where the content of that contract results from it, that the person is not of a professional nature for that person, arising in particular from the subject matter the economic activity it carries out, made available under the provisions on Central Register of Business Activity and Information.

### **14) EXTRA-JUDICIAL MEANS OF COMPLAINT HANDLING AND INVESTIGATION CLAIMS AND RULES OF ACCESS TO THESE PROCEDURES**

1. Present point of the Statute applies only to the Clients who are consumers.
2. Detailed information concerning the possibilities of using by the Client being a consumer from extra-judicial means of dealing with complaints and redress and rules of access to these procedures are available on the website of the Office of Competition and Consumer Protection at the following address: [https://uokik.gov.pl/pozasadowe\\_rozwiazywanie\\_sporow\\_konsumenckich.php](https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php).

3. By the chairman of the Office of Competition and Consumer Protection works also contact point (telephone 22 55 60 333, e-mail: [kontakt.adr@uokik.gov.pl](mailto:kontakt.adr@uokik.gov.pl) or postal address: Pl. Powstańców Warszawy 1, 00-950 Warszawa) which aim is inter alia to give help to consumers in cases of extra-judicial means of dealing with consumer's complaints.
4. The consumer has the following examples of extra-judicial means to consider complaints and pursue claims: (1) a request for the settlement of the dispute to be made permanently the consumer court of conciliation (more information on the website <http://www.spsk.wiuh.org.pl/>); (2) a proposal for an extra-judicial resolution of the dispute to the provincial inspector of the Commercial Inspection (more information on the website of the inspector responsible for the place of business (3) the assistance of a county (municipal) consumer advocate or a social organisation whose statutory tasks include consumer protection (e.g. the Federation The Commission is also a member of the Polish Consumer Association). Advice are given inter alia by e-mail [porady@dlakonsumentow.pl](mailto:porady@dlakonsumentow.pl) and by the number of consumers hotline 801 440 220 (hotline available in the Working Days from 8.00 a.m. to 6.00 p.m. call charge according to the operator's tariff).
5. By the address <http://ec.europa.eu/consumers/odr> the web-based system platform is available to dispute resolution between consumers and traders at Union level (ODR platform). The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and traders seeking extra-judicial settlement of disputes concerning contractual obligations arising from an Internet sales or service contract (more information on the platform itself or on the website of the Competition Authority and Consumers: [https://uokik.gov.pl/spory\\_konsumenckie\\_faq\\_platforma\\_odr.php](https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php) )

## **15) PROVISIONS CONCERNING ENTREPRENEURS**

1. This point 12 of the Statute and the provisions contained therein are addressed to, and thus exclusively binding on a Recipient of Service who is not a consumer, and from 1 January 2021 and for contracts concluded from that date which is not also a natural person concluding a contract directly related to its activities economic, when it appears from the content of that contract that it is not of a professional nature for that person, resulting in particular from the object of its business activity, made available on the basis of the regulations on Central Register and Information on Economic Activity.
2. Cancellation of the Service Recipient's use of paid functionalities of the Website during their duration shall not entitle them to a refund of the fee for the remaining period of their duration.
3. The Service Provider has the right to withdraw from the contract for the provision of an Electronic Service concluded with the Recipient of Service within 14 calendar days of its conclusion. Withdrawal from the contract in this case may take place without giving any reason and does not give rise to any claims on the part of the Recipient of Service in relation to the Service Provider.
4. The Service Provider may terminate the agreement for the provision of an Electronic Service to the Recipient of Service with immediate effect and without indicating the reasons by sending a relevant statement to such Recipient of Service.
5. The Service Provider shall be liable to the Recipient of Service, regardless of its legal basis, only up to the amount of fees paid for the use of the Website for the last year, and in the absence of fees - 200.00 PLN (two hundred). The Service Provider shall be liable to the Recipient of Service who is not a consumer only for the typical and actual damage sustained, foreseeable at the time of conclusion of the contract, excluding lost profits.

6. The Service Provider shall not be liable to the Recipient of Service for damages and failure to fulfil obligations resulting from an event of force majeure (e.g. hacking burglaries, natural disasters, floods, fires, earthquakes, epidemics, riots and wars) or any other causes which are beyond the control of the Service Provider.
7. Any disputes arising between the Service Provider and the Recipient of Service shall be submitted to the court having jurisdiction over the legal address of the Service Provider.

## **16) MAINTENANCE BREAKS**

1. The Service Provider makes every effort to ensure proper and uninterrupted functioning of the Service and possibility to use the Internet and the Electronic Services. Due to the complexity and degree the complexity of the Website and its Electronic Services, and due to factors external ones that are outside the Service Provider's control (e.g. attacks DDOS - *distributed denial of service*), however, errors and technical failures that prevent or limit the possibility of in any way the functioning of the Website and the possibility to use its Electronic Services. In such a case, the Service Provider shall take all possible measures to ensuring that the negative effects of such events are limited as far as possible.
2. The Service Provider immediately informs the Recipients o Service about errors and technical failures the aforementioned and the expected date of their removal.
3. Apart from maintenance breaks due to errors and technical failures, other technical interruptions may also occur, during which the Service Provider undertakes activities aimed at developing the Website and shall ensure that the Internet Service Provider and its Electronic Services are protected against errors and technical failure.
4. The Service Provider shall plan the maintenance breaks in such a way that they are as inconvenient as possible for the Recipients of Service in particular, should be scheduled for night time and only for the time necessary to take the necessary measures by the Service Provider. The Service Provider is obliged to inform he Recipients of Service with planned technical interruptions well in advance, also stating the duration of the planned break.
5. The Service Provider shall not be liable to the Recipient of Service for damages and failure to fulfil obligations resulting from any technical errors and failures and technical interruptions mentioned in this point of the Statute. However, this point of the Statute does not exclude or limit the rights of a Recipient of Service who is a consumer (or a natural person to whom the rules apply concerning consumers) provided for by mandatory legislation, in particular within the scope of the Service Provider's liability.

## **17) COPYRIGHT**

1. Copyright and intellectual property rights to the Website as a whole and its individual elements, including the content, graphics, works, designs and signs available under it belong to the Service Provider or other authorised third parties from whom the Service Provider has the relevant authorisations, and are protected by the law of copyright and related rights from 4 February 1994 (Dz. U. Nr 24, poz. 83 ze zm.) and other provisions of generally applicable law. The protection granted to the Website covers all forms of expression. Trademarks of the Service Provider and third parties should be used in accordance with applicable law.
2. For the avoidance of doubt, it is assumed that the Service Recipient using the Website does not receives for ownership of any author's economic rights to the contents of the Website. The service is provided to the Recipient of Service free of charge, non-exclusive, non-transferable and a non-transferable licence to use the author's economic rights to these contents, within the scope and in the fields the exploitation necessary to enable the use of the Website's functionalities in accordance with their purpose.



## **18) FINAL PROVISIONS**

1. Agreements concluded through Pol-langua.pl are concluded depending on the Customer's choice of Polish or English language.
2. The Service Provider reserves the right to make changes to the Statute for important reasons, that is: changes legislation; the addition or modification of existing Electronic Services; changes in ways and timing payments, in so far as these amendments affect the implementation of this Statute.
  - a) In the case of concluding contracts of a continuous nature under the Statute (e.g. performance Electronic Service Account) shall be binding on the Recipient of Service, if they have been maintained the requirements laid down in article 384 and 384[1] of Civil Code which means the Recipient of Service was informed correctly about the changes and has not terminated the contract within 15 calendar days of notifications. In the event that an amendment to the Statute results in any of the following new fees or an increase in current fees the Recipient of Service has the right to withdraw from the contract.
  - b) For the rest, amendments to the Statute shall not in any way affect acquired rights the Recipient of Service before the date of entry into force of amendments to the Statute, in particular amendments to the Statute shall not affect orders already placed or submitted and concluded, executed or contracts executed.
3. In cases not regulated by this Statute apply generally provisions of Polish law, in particular Civil Code; law from 18 July 2002 to provide services by electronic means (Dz.U. 2002 nr 144, poz. 1204 ze zm.) Consumer Rights Acts and others the relevant provisions of general law.

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**Thank you for careful reading!**

If you have any questions, we are always at your disposal - please contact us.

**We invite you to cooperation,**

**Pol-langua.pl Team**