

TERMS OF USE

Basic information

These terms of use apply to an operation that consists of selling educational services. This operation is run by **EOU Sp. z o.o.**, Młynarska 42 / 115, 01-171 Warsaw, Poland, featured in the business registry kept by the District Court of the capital city of Warsaw in Warsaw, the XII Economic Division of the National Judicial Register, under the KRS number 0001038089, NIP number 5273057993, REGON number: 525396900.

Making the Web Portal functionality available is a service provided electronically within the meaning of the electronically provided services act, performed by the Service Provider for the Customers. These Terms of Use form part of the content of the Contracts concluded between the Service Provider and the Customers.

These Terms of Use constitute terms of use for electronic provision of services.

Contact details

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1. Definitions

Terms of Use — these terms of use;

Service Provider — EOU Sp. z o.o.;

Web Portals — the websites which the Service Provider offers their Services through;

Helpline — a method of communication between the Service Provider and the User that consists of the Service Provider's phone consultant communicating with the User upon the Service Provider providing the User with their phone number and a contact request;

Services — all services provided electronically by the Service Provider for the Service Recipients based on these Terms of Use, a detailed description of the Services is provided to the User through the Helpline;

Customer — a natural person holding full legal capacity, a legal person, as well as an unincorporated entity that can be granted rights and incur liabilities on their own behalf, ordering a Service using the Web Portals;

Consumer — a Customer who is a natural person ordering a Service not related directly to their business or professional activity using the Web Portals. A Consumer may also be a natural person concluding a contract directly related to a business operation when the content of such contract indicates that it is of no professional nature to such person, arising especially from the subject of a business operation conducted by such person;

User — a Consumer or Customer using the Web Portals;

Order Form — a script that constitutes a form of electronic communication enabling the User to place an Order on the Web Portals;

Contact Form — a script that constitutes a form of electronic communication enabling the User to request a phone call through the Helpline;

Order — a declaration of intent made by the User to the Service Provider by choosing a relevant button on the Form or while talking on the Helpline, constituting an offer of concluding a Service Contract between the User and the Service Provider;

Service Contract — a contract for electronic provision of services, based on which the Service Provider undertakes to provide Services to the User;

Delivery — a physical act that consists of providing the Customer with access to the Services using a courier company or a postal operator as selected by the Customer;

Privacy Policy — detailed terms governing the processing of personal data of the Users by the Service Provider, including specifying the scope of data as well as the goals and methods of processing it, as specified in the “Privacy Policy” document available on the Web Portal;

Content — it means all information, data, elements, materials, algorithms, templates, works and other subjects of intellectual property rights, labels, names, symbols, images, recordings, regardless of their nature, format and the way they are stored or displayed, featured on the Web Portals by the Service Provider;

Payment on Delivery — a payment for the Services by the User, made directly to the courier providing the Delivery;

Directive 2011/83 - Directive 2011/83 of the European Parliament and of the Council of 25 October 2011 on consumer rights;

Directive 2000/31 - Directive of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (Directive on electronic commerce);

Directive 2019/770 - Directive 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects of contracts for the supply of digital content and services;

Directive 2019/771 - Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects of contracts for the sale of goods amending Regulation (EU) 2017/2394;

Copyright - Directive 2019/790 of the European Parliament and of the Council (EU) of 17 April 2019 on copyright and related rights in the digital single market and amending Directives 96/9/EC and 2001/29/EC;

2. General provisions

1. All rights, including intellectual property rights, to the Web Portals, their names, Internet domain, graphic design and data constitute sole property of the Service Provider or entities that the Service Provider has concluded adequate contracts with, the use of which may take place in a way that complies with the Terms of Use or with a permission from the Service Provider.
2. The Web Portals are made available as resources of an ICT system. The Web Portals serve a function of a platform that makes it possible to order the Services selected by the User out of the range offered by the Service Provider as well as possess other functionalities made available by the Service Provider at a time.

3. The use of the Web Portals and their proper functioning is only possible with help of a device that enables the User to access the Internet resources using a properly configured web browser in the current version and with enabled cookies. Using the Web Portals doesn't require owning any additional software.
4. The use of the Web Portals may be related to threats typical to using the Internet, like spam, viruses, hacker attacks. The Service Provider takes steps to counteract such threats.
5. The availability of the Web Portals may depend on the device the User uses to access the website, the data transmission packages possessed by the Customer, the application used for browsing the Internet and for electronic communication. The Service Provider shall not be held liable for inaccessibility of the Web Portals arising from the above listed causes.
6. The Service Provider shall not be held liable for temporary inabilities of the Users to use the Web Portals, including arising from performed maintenance, modifications or upgrades to their performance and functionalities. The Service Provider shall inform the Users in advance about maintenance breaks and their duration when possible, using the available means, in particular by posting messages on the main page or other pages of the Web Portals.
7. The User, by using the Web Portals, declares and acknowledges that, within the framework of the Web Portals, the Service Provider may publish their own or third parties' advertisements as well as other commercial content in different forms, and the User agrees to familiarize themselves with them.
8. The provisions of these terms of use are in line with the EU regulations on consumer protection, and in particular with the Directive 2019/770, Directive 2019/771 and Directive 2011/83/UE.

3. Helpline

1. The Service Provider makes it possible for the Users to use the Contact Form to request a phone call in order to be presented with the offer of the Services, as well as to be provided with additional information on the Services. Requesting a phone call with the Helpline requires the User to read and accept the Terms of Use by ticking the checkbox in the Contact Form confirming that they have read the Terms of Use and accept all of their provisions.
2. The minute rate for a phone call depends on the Customer's phone operator.
3. The Helpline does not use numbers with premium rates.

4. Orders

1. The User may place an Order by filling out and sending the Order Form or through the Helpline.
2. The Web Portals make it possible for the User to place Orders 7 days a week, 24h a day.
3. When placing an Order, the User informs the Service Provider about the delivery method and address.

4. Placing an Order using the Form requires the User to read and accept the Terms of Use by ticking the checkbox in the Order Form confirming that they have read the Terms of Use and accept all of their provisions.
5. By placing an Order, the User confirms that all data provided by them is true and complete.
6. By placing an Order, the User submits to the Service Provider a declaration of intent for concluding a Service Contract.
7. The Service Contract becomes concluded at the moment of the User's order being accepted by the Service Provider.
8. The fulfillment time of an Order (in case of Services, their delivery time) is up to 7 business days.
9. In case of concluding a Service Contract, upon such contract being terminated by the Consumer, the Consumer shall refrain from using the digital content or digital service and from making it available to third parties.

5. Delivery

1. The costs related to the Delivery shall be incurred by the Service Provider.
2. The information on the amount of such costs as well as the data on the courier company (postal operator) is provided at the stage of placing the Order.

6. Payment

1. The User may make a payment for the Order in person directly to the courier by confirming a receipt of the access to the Services (Payment on Delivery);
2. The prices provided on the Web Portals include specification of the currency they are disclosed in and they contain the value added tax charged in accordance with the applicable laws.
3. In order to receive an invoice, it is necessary to contact the Service Provider. The User agrees to receive an invoice in a digital form. Such invoice in digital form constitutes a proof of purchase.

7. Promotions

1. The Service Provider may organize temporary or localized promotions consisting of the User being able to, under terms specified in the Terms of Use, participate in a promotion consisting of the User being given a discount on the price of purchasing the Services in the amount specified in the Contact Form, Order Form or in the amount that the User will be informed about over the Helpline.
2. The condition for participating in a promotion is the User filling out the Contact Form or the Order Form describing the conditions of the promotion or the User being informed about the promotion and its conditions over the Helpline.
3. Participation in a promotion is voluntary and free of charge (as in, purchasing the Services as part of the promotion does not require the User to incur any additional costs except for paying the price of the Services covered by the promotion plus the Delivery costs).

4. A promotion cannot be combined with other promotions, discounts, rebates, markdowns, promotional actions, specific price offers.
5. For the duration of a promotion, the User may use the promotion more than once.
6. A price discount provided by the Service Provider as part of a promotion cannot be redeemed for cash or exchanged for any other mean of payment.
7. A promotion consists of reducing the standard price by a specific percent compared to the price applicable before the discount.
8. A promotion is valid within a time frame and under conditions specified each time in the description of the Services on a Web Portal. A promotion lasts until 11:59 PM of the last day of its duration, unless the conditions of the promotion state otherwise.
9. In the case of promotions, the Service Provider shall each time indicate the standard price next to the reduced price of the Service.

8. Reviews

1. The Service Provider makes it possible for the Users to place their individual, subjective remarks on the Web Portals (reviews, comments) regarding the Services.
2. The service is provided free of charge for an unspecified period of time.
3. The Service Provider may use reviews for the purposes of contents published on the Web Portals.

9. License and copyright

1. If the subject of a Service Contract are Services, the Service Provider grants the User a license to use on three devices, provided that these are devices that are part of the User's household.
2. Without the Service Provider's permission, the User may not sell, rent, lease or in any other way transfer the rights arising from the license to third parties. The User has no right to copy or distribute the Services in any form, except for the generally applicable provisions of the Copyright laws on permissible personal use.
3. The Service Provider reserves the right to utilize technical measures (protections) in order to ensure execution of the above arrangements.
4. The Service Provider guarantees removal of critical errors in Services.

10. Withdrawal from the Contract

1. The Service Provider or Customer may withdraw from the Contract under the terms specified in generally applicable legal regulations.
2. A Consumer has the right to withdraw from a Service Contract within 14 days from the day of being granted access to the Services, without giving a reason and incurring any costs, under conditions specified in the consumer rights act, without prejudice to the above provisions. The information on a Consumer's withdrawal from a Contract is included in the note on the right to withdraw from the contract, which constitutes the **Annex No. 1** to the Terms of Use.

3. The right to withdraw from a Contract may be executed by a Consumer by sending a declaration of withdrawal to the mailing address or the e-mail address of the Service Provider specified above. A declaration of withdrawal may be submitted through a form the template of which constitutes the **Annex No. 2** to the Terms of Use. The Consumer is not obligated to use the withdrawal form.
4. The deadline for withdrawal from a Contract is considered met as long as the Consumer sends a declaration of withdrawal to the e-mail address of the Service Provider or mails the declaration by priority mail to the address specified above at a post office before it passes.
5. When withdrawing from a contract, a Consumer is obligated to specify the data required for refunding the payment. In the event of not providing the bank account number, the Service Provider may contact the Consumer in order to obtain the data in question.
6. The Service Provider shall, no later than within 14 days from the day of receiving a Consumer's declaration of withdrawal from a contract, refund the Consumer for all the payments made by them. The Service Provider shall make the refund using a bank transfer to the bank account number specified by the Consumer. In the event of not providing a bank account number, the refund may be sent using a money order.
7. If a refund is to be made based on data specified by the Consumer (bank transfer to a specified bank account), the Consumer should provide the Service Provider with full and exact data required to make a refund (as in, a proper address to send the money order to or proper details of a bank account to make a transfer to).
8. The Service Provider shall not be held liable in the event that, due to the Consumer providing incorrect address data, identification data or incorrect bank account number:
 - 1) the refund is impossible to make,
 - 2) the refund process is delayed or
 - 3) the refund is sent to a bank account not belonging to the Consumer.
9. In the event that the Consumer has explicitly chosen a delivery method other than the cheapest standard method of delivery offered by the Service Provider, the Service Provider is not obligated to refund the additional costs.
10. The consumer shall not have a right of withdrawal if he is not entitled to one under the Consumer Rights Directive.
11. The Service Provider informs the Consumer that, upon their explicit consent, after fully performing the services covered by the Contract or after delivering digital content not stored on physical storage before the deadline for withdrawal from the Contract, the Consumer loses the right to withdraw from the Contract.
12. Not giving the consent referred to in par. 11 above may result in withholding the performance of the Contract until the 14 days to withdraw from a distance contract have passed.
13. Once a Consumer withdraws from a Contract, the related additional contracts concluded by the Consumer become void, if they form a basis for a provision by the Service Provider or a third party based on an agreement with the Service Provider. The Consumer shall not incur any costs related to such contracts becoming void, except for the costs specified above. If an additional contract was concluded with a

third party, the Service Provider shall notify such party about the Consumer withdrawing from the Contract.

11. Liability and complaints

1. The Service Provider's liability under the statutory warranty is excluded in case of legal relations with Customers who are not Consumers.
2. The Service Provider is liable before a Consumer for non-compliance with the contract taking place at the moment of delivering the Services that was revealed within a year from said moment of defect of the Services, which means for the Services not complying with the Contract.
3. The Service Provider is liable for defects that were found within 2 years from the day of the Consumer being given access to the Services.
4. When filing a complaint related to defects of a Product, a Consumer should provide the Service Provider with a proof of purchase of the Service covered by the complaint as well as description of the complaint.
5. As a proof of purchase, a Consumer may specify the Order number, present a confirmation of purchase, an invoice or a confirmation of placing the Order.
6. The description of a complaint should contain:
 - 1) information on the subject of the complaint: the type of defect, the date of it occurring or being found;
 - 2) request related to the method of removing the defect:
 - 3) Consumer's data:
 - a) first and last name,
 - b) contact data – address of residence and e-mail address or phone number,
 - c) bank account number if the Consumer has specified their request to be reducing or refunding the price.
7. The Service Provider shall handle a received complaint within 14 calendar days from the day of receiving it. If the Service Provider fails to handle a Consumer's complaint within 14 days, it is assumed that they have considered it justified.
8. Complaints should be sent by Customers to the Service Provider by e-mail at: kapcsolat@elingo-edu.com.
9. None of the provisions of the Terms of Use shall limit a Consumer's rights that they are entitled to based on the applicable law in Poland. In the event of discovering existence of such provision, the applicable law in Poland shall prevail, and in particular the civil code and the consumer rights acts.

12. Personal data

1. The data controller for personal data of Customers who are natural persons as well as people acting on behalf of the Customers that the Service Provider contacts within the framework of the Web Portals' operation, including provision of Services, is the Service Provider.
2. Detailed information on processing personal data, which the personal data controller is obligated to provide under the GDPR, can be found in the Privacy Policy.

13. Final provisions

1. The competent court for resolving disputes between the Service Provider and Customers who are not Consumers is the competent court with jurisdiction over the registered office of the Service Provider.
2. The competent court for resolving disputes between the Service Provider and a Consumer is the competent court based on the generally applicable rules of law.
3. The law applicable to relations between the Service Provider and Customers (including Consumers), especially for reviewing the concluded Service Contracts, is the law of the Republic of Poland.
4. The Customer upon their request, in a form selected by them, about specific threats related to using any of the services provided electronically.
5. The latest Terms of Use are published on the Web Portal and may be delivered to a Customer electronically upon their each request, (to the e-mail address specified by the Customer) at no extra charge.
6. The Terms of Use enter into force on [21.06.2022].
7. The Service Provider is authorized to make changes to the Terms of Use in the following cases:
 - 1) changes to the applicable law that have a direct impact on the content of the Terms of Use,
 - 2) the Service Provider being imposed with specific obligations by state authorities,
 - 3) the Service Provider undertaking operations intended to improve the functioning of the Web Portals and of the Services provided, introducing technical or functional changes,
 - 4) the Service Provider starting to perform new Services,
 - 5) taking actions intended to improve the protection of the privacy of Users,
 - 6) making changes to the Privacy Policy,
 - 7) when it is necessary in order to prevent abuses or for safety reasons.
8. Changes to the Terms of Use become effective after a date specified by the Service Provider, no earlier than 14 days from the day of making the content of the updated Terms of Use available by publishing them on the Web Portal. Changes to the Terms of Use have no effect on Contracts concluded or Orders placed before such changes.
9. The Service Provider may make changes to Terms of Use effective immediately, without the above time requirements, in the event that:
 - 1) it is required based on the applicable law or a decision of a competent state authority,
 - 2) the change is required in order to ensure safety of Users and of the data provided by them.

NOTE ON THE RIGHT TO WITHDRAW FROM THE CONTRACT

I. General information

A consumer¹ has the right to withdraw from a Service Contract within 14 days from the day of being granted access to the Service, without giving a reason and without incurring any costs, under conditions specified in the consumer rights act, without prejudice to the below provisions.

The right to withdraw from a Contract may be executed by a Consumer by sending a declaration of withdrawal to the mailing address or to the e-mail address of the Service Provider.

The deadline for withdrawal from a Contract is considered to be met as long as the Consumer sends a declaration of withdrawal to the e-mail address of the Service Provider or mails the declaration by priority mail to the mailing address at a post office before it passes.

II. Refund of the price

When withdrawing from a contract, a Consumer is obligated to specify the relevant data for refunding the payment. In the event of not providing the bank account number, the Service Provider may contact the Consumer in order to obtain the data in question.

The Service Provider shall, no later than within 14 days from the day of receiving a Consumer's declaration of withdrawal from a contract, refund the Consumer for all the payments made by them. The Service Provider shall make the refund using a bank transfer to the bank account number specified by the Consumer. In the event of not providing a bank account number, the refund may be sent using a money order.

If a refund is to be made based on data specified by the Consumer (i.e. bank transfer to a specified bank account or money order), the Consumer should provide the Service Provider with full and exact data required to make a refund (as in, a proper address to send the money order to or proper details of a bank account to make a transfer to).

The Service Provider shall not be held liable in the event that, due to the Consumer providing incorrect address data, identification data or incorrect bank account number:

- 1) the refund is impossible to make,
- 2) the refund process is delayed or
- 3) the refund is sent to a bank account not belonging to the Consumer.

¹ A consumer is a natural person concluding a Contract within a scope not directly related to their business or professional activity, which means a consumer. A consumer may also be a natural person concluding a Contract directly related to their business operation, when the content of said Contract indicates that it is of no professional nature to such person, arising especially from the subject of a business operation conducted.

In the event that the Consumer has explicitly chosen a delivery method other than the cheapest standard method of delivery offered by the Service Provider, the Service Provider is not obligated to refund the additional costs.

III. The exclusion of the right to withdraw

A Consumer is not entitled to the right to withdraw from a Contract in relation to Contracts, among others:

- 1) if the Service Provider has performed the services covered by the Contract upon explicit consent from the Consumer and before the deadline for withdrawal from the Contract;
- 2) for provision of digital content not stored on physical storage, if delivery of the content has started upon explicit consent from the Consumer and before the deadline for withdrawal from the Contract;
- 3) if the Consumer is not entitled to the right to withdraw from the Contract in accordance with the consumer rights act.

The Service Provider informs the Consumer that, upon their explicit consent, after fully performing the services covered by the Contract or after delivering digital content not stored on physical storage before the deadline for withdrawal from the Contract, the Consumer loses the right to withdraw from the Contract.

Not giving the consent referred to above may result in withholding the performance of the Contract until the 14 days to withdraw from a distance contract have passed.

IV. Further consequences of withdrawing from a Contract

Once a Consumer withdraws from a Contract, the related additional contracts concluded by the Consumer become void if they form a basis for a provision by the Service Provider or a third party based on an agreement with the Service Provider. The Consumer shall not incur any costs related to such contracts becoming void, except for the costs specified above. If an additional contract has been concluded with a third party, the Service Provider shall notify such party about the Consumer withdrawing from the Contract.

Annex No. 2
to the Terms of Use

.....
Place, date

.....
Consumer's first and last name

.....
Address of residence

.....
e-mail address

.....
phone number

Declaration
of withdrawal from the contract

I hereby inform about my withdrawal from the Contract for the following Service:

.....
.....
.....

Order number:

.....

Service delivery date:

.....

Comment on the withdrawal:

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.....

.....
Consumer's signature
(if the declaration is being sent in the paper
form)