

Terms of Service

dorisilczuk.pl and dorisilczuk.com

1. Introduction

- 1.1. These Terms of Service ("**Terms of Service**") set forth the Terms of Service of operation and use of the dorisilczuk.pl and dorisilczuk.com websites, as well as the Terms of Service for the sale of digital products available on the website.
- 1.2. Privacy Policy is an integral part of the Terms of Service. These Terms of Service may also be supplemented by Terms of Service of sale of specific products, including, in particular, provisions for special promotions, guarantees or other special conditions.
- 1.3. The Terms of Service are considered to be an integral part of the agreement between the User and the Administrator.
- 1.4. A User can only be a natural person with full legal capacity, including a legal person, an organizational unit without legal personality, which is granted legal capacity by law, or a natural person with full legal capacity, or a group of these persons conducting business together in the form of a civil partnership.

2. Definitions

The terms used in these Terms of Service shall mean:

- 2.1. **Administrator** - the owner and administrator of the Website: Dorota Ilczuk, address: Austrasse 28, 8045 Zurich, e-mail: hello@dorisilczuk.com.
- 2.2. **Service** - an online service, mediating between the Administrator Users in transactions of sale of Products. The Internet address of the Service is dorisilczuk.pl and dorisilczuk.com together with its subdomains and dedicated product pages.
- 2.3. **User** - a natural person, a legal person or an organizational unit without legal personality, to which the law grants legal capacity, purchasing a Product through the Website.
- 2.4. **Materials** - one or more computer files containing video recordings or other files that are an essential component of the Product.
- 2.5. **Additional Materials** - one or more computer files that are in addition to the Product.
- 2.6. **Product** - a paid service of access to certain Materials and Additional Materials in the form of computer files, provided via the Internet by the Administrator to the User, through the Service.
- 2.7. **Free Product** - a Product that is made available free of charge via the Internet by the Administrator to the User, through the Service.
- 2.8. **Agreement**- an agreement for the sale of Products and Free Products within the meaning of the Civil Code, concluded between the Administrator and the User, concluded with the use of the Service.
- 2.9. **Provision of services by electronic means** - the performance of a service, which is carried out by sending and receiving data via data communications systems, at the

individual request of the User, without the simultaneous presence of the parties, while the data are transmitted via public networks within the meaning of the Telecommunications Law.

- 2.10. **Electronic payment** - the payment method selected by the User, including payment card or online banking transfer, which allows the User to make payments electronically to the Administrator.
- 2.11. **Payment System Operator** - an entity selected by the Administrator that provides services related to the provision, maintenance and processing of credit card, payment card or online banking transfer payments.
- 2.12. **Means of electronic communication** - technical solutions, including data communication devices, allowing individual communication at a distance using data transmission between data communication systems, in particular, electronic mail.
- 2.13. **Cookie** - a text file in which information is saved by the Service server on the hard drive of the computer used by the User. The information stored in the cookie file can be read by the Service server when you reconnect from that computer, but it can also be read by other servers or other Internet Users.
- 2.14. **Password** - means a sequence of letter, digital or other characters selected by the User during Registration on the Site or assigned by the Administrator, used to secure access to the Account.
- 2.15. **User Account** - means an individual set of resources and permissions for each User, activated for his/her benefit by the Administrator, after registration.
- 2.16. **Consumer** - means a natural person who purchases Products not related to his/her business or professional activity on the Website.
- 2.17. **Newsletter** - a service provided electronically by the Administrator to a User who has actively subscribed to the Newsletter via the Newsletter Subscription Form available within the Service, consisting of receiving at periodic intervals commercial information, containing in particular information about products and services offered by the Administrator.

3. General provisions

- 3.1. Any person with the appropriate technical means can freely browse the contents of the Website. In order to use the Website, standard devices and software, allowing to browse the World Wide Web, as well as having an email box are required.
- 3.2. Materials placed in the Service, including elements of graphics, layout and composition of these elements (so-called layout), trademarks, photos and other information, available on the websites are the subject of the Administrator's exclusive rights. The indicated elements are the subject of author's property rights, industrial property rights, including trademark registration rights and database rights, and as such enjoy statutory legal protection. It is not permitted to use these resources in any other way than provided for in these Terms of Service.

- 3.3. Users may only use the Website in compliance with applicable laws and Terms of Service and in accordance with the Terms of Service.
- 3.4. The Administrator reserves the right to refuse to provide services, delete data or liquidate an order if a non-consumer User violates the law or the provisions of the Terms of Service.
- 3.5. The service does not contain age-qualified content.
- 3.6. The User who is under 18 years of age represents that he/she has obtained the consent of a parent or legal guardian to use the Products and make purchases through the Platform.
- 3.7. The Administrator of the Website reserves the right to immediately block access to the Newsletter in case of violation by the User of the provisions of the applicable law, the provisions of the Terms of Service, as well as behavior inconsistent with good manners and rules of social coexistence.
- 3.8. The Administrator reserves the right to block access to the Website and Products and/or Free Products in case of violation by the User of the provisions of the applicable law, the provisions of the Terms of Service, behavior inconsistent with good morals and rules of social coexistence and inconsistent with the intended use of Products and/or Free Products.
- 3.9. The User may give voluntary consent to receive marketing information on products and services offered by the Administrator, including information on current promotions. A User who consents to receive information about promotions may withdraw it at any time without affecting the legality of the processing performed before the withdrawal of consent.

4. Registration

- 4.1. Use of the Products is possible after prior registration by the User on the Website. Registration is voluntary and free of charge. When registering on the Website, the User must accept the content of the Terms of Service and Privacy Policy. Failure to agree to their content prevents the Administrator from providing the service and creating a User Account on the Website.
- 4.2. Beginning of the use of the Website, which gives the possibility to purchase Products or use a Free Product, takes place when the User correctly fills in the registration form placed on the Website, creates a User Account and accepts the Terms of Use and Privacy Policy of the Website.
- 4.3. Users are obliged to maintain the secrecy of information ensuring the secure use of the User's Account on the Website, including not revealing login and password to others and choosing appropriate passwords that are difficult to crack. The above is intended to prevent third parties from gaining access to the Service using the User's registration/login data without the User's knowledge and consent. Any action taken using a login with a password correctly assigned to it is considered to be an action of the User.

- 4.4. The User who sends the registration form for the purpose of creating a User Account declares that the data provided by the User is complete and factually correct.

5. User Account

- 5.1. The Administrator, after the User performs the proper Registration described in item. 4 of the Terms of Service and receipt of a properly completed registration form, he/she will create for the User within the Service a unique User Account assigned to the email address selected and indicated at the stage of the Registration process by the User.
- 5.2. The User gains access to the User's Account by means of a unique identifier which is the email address and Password. The User shall be obliged not to disclose the Password along with the email address to any third party and shall be solely responsible for damages caused by their disclosure.
- 5.3. By providing an email address within the Service, the User declares that the email address does not violate the rights of third parties. The User is solely responsible for his/her choice of email address, and any disputes in this regard shall be resolved without the participation of the Administrator.
- 5.4. The Administrator may refuse to create a User Account with a specific email address, and delete the created one at any time, if the email address is used within the Service or if the Administrator obtains reasonable, credible information that it is against the law, good morals, violates personal rights of third parties or the legitimate interests of the Administrator. The Administrator will inform the User of the refusal to create a User Account within 24 hours of making a decision on this matter.
- 5.5. The User has the ability to change the email address assigned to the User Account.
- 5.6. In order to delete the User Account, the User is obliged to send to the Administrator's email address: [] , an appropriate request for deletion of the User Account. In the request for deletion of the User Account, the User must indicate the email address (login) with which the User Account is associated.

6. Product License

- 6.1. Through the Service, Users have the opportunity to purchase Products or access Free Products.
- 6.2. By purchasing a Product and/or accessing a Free Product, the User is granted a non-exclusive, time-limited license to use the selected Product and/or Free Product.
- 6.3. The license is granted for the time period indicated in the description of the Product / Free Product. The sale of the Product and/or availability of the Free Product may be limited in time as specified in the Service
- 6.4. The User has no right to sublicense the purchased Products or obtained Free Products.
- 6.5. Each User's order of a Product and/or Free Product is confirmed by the Administrator by means of an email message sent to the User at the email address that is assigned to the User's Account .

- 6.6. The Product and/or Free Product will be made available to the User by means of teletransmission through an Internet connection, so that the User through his User Account will be able to use it. Upon receipt of confirmation of payment, an email is sent to the User, containing information of obtaining access to the Products and/or Free Products.
- 6.7. You gain access to Products and/or Free Products by logging into your User Account on the Website.

7. Payment and Product Price

- 7.1. The User shall pay for the Product through the Payment System Operator.
- 7.2. The User may pay for the Product by one-time payment, prepayment or periodic installment payments. The Terms of Service of prepayment and installment payment are specified in the offer posted on the Site.
- 7.3. If the User opts for prepayment and installment payment, the Remuneration due is collected by the Administrator on the specified day of each month.
- 7.4. The price of the Product is the fee for the entire digital services and digital content provided. Sales cannot be divided into segments or modules. The User receives access to all training resources immediately after placing an order for the Product, so in the case of installment payments, the obligation to pay the Remuneration does not cease in the event that the User stops using the Product for reasons beyond the Administrator's control.
- 7.5. All prices quoted on the Website, are gross prices, that is, they include VAT (value added tax) in accordance with relevant Terms of Service. VAT invoices are issued at the request of the User. In this case, it is necessary to provide the invoice data in accordance with the relevant form. The Administrator may, at the request of the User, reverse charge VAT (reverse charge). In such case User is obliged to inform the Administrator about this fact before purchasing the Product and provide his/her EU VAT number in the order process.
- 7.6. Payments through the Payment System Operator may be made only by persons authorized to use the payment instrument on the basis of which the payment is made, in particular, a given payment card may be used only by its authorized holder.
- 7.7. The Administrator provides a transaction form provided by the Payment System Operator. Data from the form is automatically transmitted to the Payment System Operator, the Administrator does not have access to it.
- 7.8. In order to make a payment, the User should confirm the payment on the websites of the relevant Payment System Operator in accordance with the rules set by such Payment System Operator. If any changes are made to the payment form provided on these websites and automatically completed by the Payment System Operator, the payment may not be processed correctly and may not be delivered to the Administrator, so that the User will not have access for the purchased Product.

- 7.9. In the case of choosing prepayment and installment payment, if the Administrator fails to realize the collection of funds constituting payment for the Product for reasons attributable to the User, the Administrator is entitled to block the User's access to the Product until the payment is made. In this case, the User shall immediately pay the installment by another form of payment. Failure to make payment of the rest of the price or any of the installments and the Administrator's blocking of the possibility of using the Product shall not constitute grounds for termination of the Agreement by the User.
- 7.10. All electronic payments are made in accordance with the applicable Terms of Service of the Payment System Operator and the law, and the Administrator is not responsible for their accuracy.
- 7.11. The Administrator reserves the right to refuse to process payments made by the User, in particular, if doubts are raised about the legality of the transaction for which the payment is made or the legality of the payment itself. For the aforementioned reasons, payment processing may be refused by the Payment System Operator, as well as by its partners, who conduct qualification of the financial credibility of persons intending to make payments using a payment card and may, therefore, differentiate the rules of payment processing or condition certain terms of service depending on the qualification of the User to a given risk group.
- 7.12. Making a payment constitutes a payment service within the meaning of the Payment Services Act of August 19, 2011, which consists in the acceptance by the relevant bank or Payment System Operator. The aforementioned entities provide the User with a payment instrument that allows the User to make withdrawals of funds located in a given payment account to the Administrator's bank account. The Administrator does not provide any payment services to the User.
- 7.13. The Administrator shall not be liable for delays in the transfer of payments or authorization responses, caused by reasons arising after the User has submitted the payment instruction, as well as for non-execution and delay in the transfer of funds due or verification of data, in particular caused by the User's provision of incorrect or incomplete data that prevent the execution of payment transactions, as well as for delays resulting from other events beyond the control of the Administrator or the Payment System Operator.
- 7.14. If the price of the Product has been adjusted on the basis of automated decision-making or profiling of the User, this information is provided in the description of the Product, before the conclusion of the Contract.
- 7.15. With each information about the reduction of the price of a Product, the Administrator shall indicate the lowest price of this Product from the last 30 days before the reduction. In case the Product has been offered for sale for less than 30 days, the lowest price from the date of the beginning of the sale is indicated.

8. Rules for the use of purchased Products

- 8.1. All Products and Free Products made available through the Service, are subject to the protection provided for in the Law of February 4, 1994 on Copyright and Related Rights.
- 8.2. Purchased Products and Free Products received may be permanently marked as coming from the User who made a purchase on the Website or received a Free Product. The markings of the Product and Free Product do not disclose the User's personal information, and are used only to identify the origin of the Product and Free Product in case of violation of the rules of use of the Product and Free Product set forth in these Terms of Service and by law. Thus, each User purchasing a Product and receiving a Free Product on the Website agrees to such identification and agrees not to take any action to change or deprive the relevant Product and Free Product of this identification.
- 8.3. The User may use the purchased Products and Free Products for his/her own use and in accordance with their intended purpose, i.e. play in the electronic devices provided within the Service for the purpose of reading the content of the work.
- 8.4. The User has no right to reproduce, copy and use the Product and the Free Product (in whole or in parts). It is forbidden to change the electronic structure of the Product and the Free Product or to modify it in any other way (e.g. remove security features or markings). It is also forbidden to distribute the Product and the Free Product, make it available or reproduce it to the public.
- 8.5. The User shall ensure that no unauthorized persons use the Products and Free Products in violation of the law or the Terms of Use. If such situations are detected, the Administrator may direct claims on this account against the User known to it, for violation of rights to a given copy of the Product and Free Product. This provision does not apply to Consumers.
- 8.6. The results and revenues demonstrated in the courses and trainings prepared by the Administrator are aspirational statements of possible results. The success of the Service's courses and training, testimonials and other examples are unique results that are not typical of the average person and are not a guarantee that you or others will achieve the same results. Individual results may vary, and your results depend on your individual abilities, work ethic, business skills and experience, level of motivation, diligence in applying courses, the economy, normal and unforeseen business activities, and other factors.
- 8.7. In order to achieve the correct effects assumed in the User by the Administrator, it is necessary to actively use the Products and Free Products, including, in particular, the performance of assigned tasks, including independent exercises, active participation in the conducted interactive activities and independent work in the manner indicated by the Administrator.

9. Products (Services)

- 9.1. The Platform enables the purchase of personally performed Services (hereinafter: "Physical Services") provided by the Administrator or Partners cooperating with the Administrator. Physical Services are performed at the location indicated in the description of the specific Service or at another location agreed with the User.
- 9.2. The User purchases a Physical Service through the Platform, selecting a term from among the available options indicated in the description of the Service.
- 9.3. After the purchase, the User will receive a confirmation of the reservation to the email address provided during the ordering process.
- 9.4. The Administrator reserves the right to change the date of performance of the Service in case of important reasons beyond the Administrator's control (e.g. illness of the contractor, force majeure). In this case, the User will be informed of the new date or the possibility of cancelling the Service and receiving a refund of the payment.
- 9.5. The User is obliged to appear at the agreed time and place of the Service.
- 9.6. If the User is more than 15 minutes late, the Administrator or Partner may refuse to provide the Service without the right to a refund of payment.
- 9.7. The User agrees to cooperate with the person performing the Service and to follow the safety rules and recommendations provided before or during the performance of the Service.
- 9.8. The User has the right to cancel or reschedule the Service free of charge no later than 24 hours before the scheduled performance by contacting the Administrator or Partner.
- 9.9. In case of cancellation of the Service after the indicated date or absence of the User from the place of the Service, the payment is not refundable.
- 9.10. The Administrator is responsible for the proper performance of the Services only to the extent that they are performed directly by him. In the case of Services provided by Partners, the responsibility for their performance rests with the respective Partner.
- 9.11. The Administrator shall not be liable for any damage caused by the User's failure to comply with the recommendations or security rules provided in connection with the implementation of the Service.
- 9.12. Physical Services are provided only in the territory indicated in the description of the respective Service.
- 9.13. Detailed Terms of Service for the performance of individual Services may be specified in their descriptions on the Platform or in individual arrangements with the User.

10. Voucher

- 10.1. The Platform allows the purchase of vouchers entitling to purchase certain Products offered by the Administrator ("**Voucher**"). A Voucher may be for a specific Product or may be in the form of an amount, allowing it to be used for any Products available on the Platform, according to the scope indicated in the description of the Voucher. In these Terms and Conditions, the term "Voucher" also includes "gift cards".

- 10.2. The purchase of a Voucher can be made through the Platform by selecting the variant that interests the User and making payment in accordance with the applicable rules for payment for Products. After payment, the Voucher will be sent to the email address indicated by the User when placing the order, in electronic form (PDF file or alphanumeric code).
- 10.3. The User or the person to whom the Voucher was given may redeem it by entering the code when placing an order on the Platform. The Voucher is redeemed by reducing the value of the order by the amount assigned to the Voucher or granting access to the Product to which the Voucher entitles.
- a. The Voucher is valid until the date indicated on it. After the expiration date, the Voucher becomes invalid and is not subject to renewal, refund or exchange for cash. Failure to use the Voucher within its validity period does not give rise to any claims against the Administrator.
 - b. The Voucher is not refundable or exchangeable for cash, in whole or in part. If the value of the purchase exceeds the value of the Voucher, the User is required to pay the missing amount. If the value of the order is less than the value of the Voucher, the unused portion is not refundable or further use. The unused portion may be used for subsequent purchases during the validity period of the Voucher, in accordance with the instructions sent by the Administrator.
- 10.4. The Voucher may only be used on the Platform and may not be sold, resold, copied, published or otherwise made available for commercial purposes without the written consent of the Administrator.
- 10.5. The Administrator is not responsible for the loss, theft, destruction of the Voucher or use of the Voucher by unauthorized persons, if this occurred for reasons beyond the Administrator's control.
- 10.6. In case of any attempted abuse, forgery or other unauthorized use of the Voucher, the Administrator reserves the right to cancel the Voucher without compensation.
- 10.7. In matters not regulated in this paragraph, the relevant provisions of the Terms of Service on the purchase and performance of Products shall apply.

11. Subscriptions

- 11.1. The Platform allows the purchase of subscriptions to selected Products offered by the Administrator ("**Subscription**"). A Subscription entitles the User to access certain content or services for the period indicated in the description of the Product in question, under the Terms of Service set forth in the Terms of Service of the Subscription available on the Product page.
- 11.2. Subscription may be of the following nature:
- 11.2.1. Periodic - automatically renewed for a specified period of time (e.g. month, quarter, year)
 - 11.2.2. One-time - providing access to the Product for a specified period of time without automatic renewal.

- 11.3. Subscriptions are purchased through the Platform by selecting the appropriate subscription variant and making payment. Upon payment of the Subscription, the User gains access to the Product for the time period specified in the description of the respective variant.
- 11.4. In the case of a Subscription that is automatically renewed, payment for the next subscription period will be automatically taken from the means of payment used by the User, unless the User cancels the Subscription no later than 24 hours before the end of the current subscription period.
- 11.5. Cancellation of Subscription can be done in the User's Account settings on the Platform or by contacting the Administrator. After cancelling the Subscription, the User retains access to the Product until the end of the paid subscription period, after which access is blocked.
- 11.6. The Subscription price and payment frequency are indicated on the Product page and in the order summary before concluding the Contract. All prices include VAT, if applicable. The Administrator reserves the right to change the prices of the Subscription, whereby Users with an active Subscription will be informed of the change at least 14 days in advance. If the User does not accept the new pricing terms, he/she has the right to cancel the Subscription before the changes take effect.
- 11.7. Failure to collect the subscription fee by the agreed date, resulting from reasons attributable to the User (e.g. insufficient funds, invalidity of the payment card), will result in suspension of access to the Product until payment is settled.
- 11.8. The subscription is assigned to the User's Account and may not be transferred to third parties or used in a manner inconsistent with the Terms and Conditions.

12. Feedback

- 12.1. The Administrator allows only Users who have purchased the Product through the Platform to publish opinions about the Product. Before publishing an opinion, the Administrator verifies that it comes from a User who purchased the Product by linking it to the order. The Administrator informs that published opinions are not sponsored or modified in order to increase sales.
- 12.2. The Administrator informs that the order in which the Products are displayed on the Platform is determined based on the following criteria: popularity of the Product, ratings and opinions of Users, prices and current promotions, date the Product was added to the offer.
- 12.3. It is forbidden to publish false opinions or have them posted. The administrator takes measures to identify and remove opinions that do not meet the criteria of authenticity.

13. Warranty, Guarantee and Claims.

- 13.1. The Administrator excludes, to the fullest extent possible, warranty liability to Users who are not Consumers.

- 13.2. For the rest, the User who is a Consumer shall have all rights related to the warranty. The warranty as well as the rights associated with the warranty are normalized in the provisions of the Law of April 23, 1964. - Civil Code and the Act of May 30, 2014 on Consumer Rights.
- 13.3. The Administrator does not provide any warranty with respect to the services it offers, as well as with respect to the Products and Free Products offered through the Service.
- 13.4. Please send any disruptions in the functioning of the Service, comments and suggestions under the Service, complaints and complaints by e-mail to hello@dorisilczuk.com . The Administrator will consider complaints within 14 days working days from the receipt of the complaint, but this period may be extended if the complaint requires a longer time to be considered. The Administrator will inform the User about the resolution of the reported complaint by means of an e-mail sent to the address indicated by the User during registration.
- 13.5. The complaint should include the User's designation (name, surname - so that the Administrator could identify the person making the complaint) and a description of the objections to the way the service was provided.
- 13.6. After a complaint is accepted by the Administrator, the User agrees to immediately remove all copies of the Product in his possession to which the complaint relates.

14. Services

- 14.1. Products that are Digital Services may include, but are not limited to:
- 10.1.1. Ability to participate in Meetings according to the schedule specified in the Terms of Service of the Product;
 - 10.1.2. Access to a closed community (e.g., Facebook);
 - 10.1.3. Possibility of electronic contact (email, Instagram) with the Course facilitators (in particular). Participants' questions will be answered during the Meetings, provided that the question is sent at least 24 hours before the Meeting date. The Administrator reserves the right to answer only selected questions.
- 14.2. Meetings in the Courses are held in groups of 2 to 50 people. This is to ensure optimal quality of interaction and adaptation of the content level to the needs of the participants. In a situation where the number of registered Course Users exceeds 50 people, the Administrator reserves the right to divide the Users into smaller working groups. This division will be carried out in such a way that each User has the opportunity to participate in the meetings and use the Course resources on an equal basis. The Administrator undertakes to organize meetings for each of the created groups, maintaining the same quality and scope of the course.
- 14.3. Users receive information about Meeting dates at the beginning of the Course via email. Meeting dates are set by the Administrator.
- 14.4. The Administrator reserves the right to change and/or cancel the established date of the Meeting only for reasons beyond the Administrator's control (e.g. sudden illness). The cancelled Meeting will be held at another date set by the Administrator.

- 14.5. Participation in the Meetings is voluntary. In case of leaving the Meeting, the User is not entitled to make up the Meeting or to a refund of the Price.
- 14.6. Registration for the Course can be made within the specified deadlines. Outside of the specified Registration deadlines, the User has the option to purchase individual Products separately regardless of the Course.

15. Digital Content

- 15.1. Materials made available within the Product may be permanently marked as coming from the User who made the purchase through the Platform. The markings do not disclose the User's personal data, and serve only to identify the origin of the Materials or Products in case of violation of the rules of use of the Course or Products set forth in these Terms of Service and the law. Thus, each User purchasing a Course or Product through the Platform agrees to such marking and undertakes not to take any action to change or deprive the Course or Products of such marking.

16. Withdrawal from the Contract of the User who is a Consumer

- 16.1. A User who is a consumer has the right to withdraw from an agreement concluded off-premises or at a distance, the subject of which is the provision of Digital Services, within 14 days from the conclusion of the Agreement without giving any reason.
- 16.2. In order to exercise the right of withdrawal, a User who is a consumer must inform the Administrator of his/her decision to withdraw from the contract by an unequivocal statement (for example, by sending a letter by e-mail). The User may use the model withdrawal form, but it is not mandatory.
- 16.3. According to Article 38 (13) of the Consumer Rights Act, the User **does not have the right to withdraw from a contract concluded off-premises or at a distance, when the subject of the contract is the provision of digital content not delivered on a tangible medium** (i.e., Materials or Supplementary Materials), if the Administrator has commenced performance with the express and prior consent of the User, who was informed prior to the commencement of performance that after the performance by the Administrator, he/she will lose the right to withdraw from the contract, and has acknowledged this.
- 16.4. The User has the right to terminate the Agreement with one month's notice, effective at the end of the calendar month. To this end, the User shall submit a notice of termination to the following email address: hello@dorisilczuk.com.
- 16.5. In the event of withdrawal or termination of the Agreement, the Administrator shall be entitled to remuneration proportional to the performed part of the Agreement. This means that in the event of termination of the Agreement by the User, the Administrator shall return to the User the price paid for the Product after deducting the amounts due for the services rendered and Digital Content provided as mentioned in this section. In particular, the Participant is not entitled to a refund for: Materials and Additional Materials, which, as Digital Content, are not refundable; Meetings held up to the time

of termination of the Agreement; access to the community on the Facebook platform for the period proportionally to the time of termination of the Agreement.

- 16.6. In the event of withdrawal, or termination of the contract for the provision of a Product having a mixed nature, including Digital Content and Services, the User is entitled to a refund of the price for the services that have not yet been provided, or performed.
- 16.7. In the event of termination or effective withdrawal from the Agreement, the User agrees to immediately delete all copies of the Course in his possession, to which the statement made by the User relates.

17. Newsletter

- 17.1. The Administrator, upon separate approval by the User, provides the Newsletter service by means of an e-mail message, which is sent to the e-mail address indicated by the User.
- 17.2. The User's consent to use the Newsletter service is fully voluntary and does not create any additional burdens or obligations for the User on this account.
- 17.3. In order to start using the Newsletter service, the User will be asked to give a separate prior consent and complete the subscription form available on the Site, as well as to provide his/her name and e-mail address and confirm the subscription by pressing the "I subscribe" button. Provision of data is voluntary, but necessary to start using the Newsletter service.
- 17.4. The User is entitled to resign from the Newsletter at any time and without giving reasons. In order to resign from the Newsletter it is necessary for the User to send an e-mail to the Administrator informing about the resignation from the Newsletter.
- 17.5. The Administrator declares that he reserves the right to discontinue the Newsletter service at any time and without giving any reason. The User is not entitled to any claims against the Administrator on this account.

18. Changes to the Terms of Service and Privacy Policy

- 18.1. The Terms of Service and Privacy Policy are subject to change. The Administrator will inform about changes to the Terms of Service and/or Privacy Policy, as well as about the effective dates of the changes on its websites. Users who are Consumers will be informed of changes to the Terms of Service individually to the e-mail addresses indicated by them. If the User does not agree to the change of the Terms of Service and/or Privacy Policy, the User who is a Consumer has the right to terminate the Agreement within 14 days from the date of obtaining information about the change and demand that the Administrator delete the User's Account. If the User uses the Service after that date, the User will be obliged to read the new content of the Terms of Service and/or Privacy Policy and submit a statement of acceptance thereof.

19. Exclusion of liability

- 19.1. The Administrator shall not be liable to the User for any loss or damage incurred by the User in connection with the use of the Website, adherence to the information presented on the Website or contained in the Products under any circumstances, as well as for the consequences of decisions made on this basis. This provision does not apply to Consumers.
- 19.2. The Administrator does not guarantee that information sent via the Internet will reach the User in an error-free, complete and full form. This provision does not apply to Consumers.
- 19.3. The Administrator-if the malfunction is caused by circumstances beyond the Administrator's control, which could not be prevented despite exercising due diligence-is not liable for damages caused by the malfunction of the transmission system, including equipment failures, delays and disruptions in the transmission of information, interference by third parties or force majeure.
- 19.4. The Administrator reserves the right - after prior notification to the User who is a Consumer - to temporarily restrict access to the Service (in whole or in part), in order to improve the Service, for maintenance or if security or other reasons beyond the Administrator's control require it.

20. Disclaimer and disclaimers regarding the nature of the Products

- 20.1. Products offered through the Platform, whether in the form of digital content or personally performed Services, are exclusively educational, informational, developmental or recreational in nature, in accordance with the description of the relevant Product. The Products **do not constitute health services or medical services within the meaning of applicable laws, in particular the Law on Medical Activities of April 15, 2011**. The use of the Products may not be regarded as a medical consultation, diagnosis, therapy or health advice provided by an entity authorized to provide health services.
- 20.2. The Administrator uses due diligence to ensure that the content of the Products is reliable and up-to-date, but does not guarantee its full accuracy or suitability for the User's specific purposes. The use of the Products is at the sole risk and responsibility of the User. Any decisions made on the basis of information obtained through the Platform should be consulted with appropriate professionals, especially in cases involving health, mental and physical conditions or well-being.
- 20.3. The Administrator shall not be liable for any damage, loss or injury, whether direct, indirect, incidental, special or consequential, which may arise in connection with the use of the Products, including from improper application of the content contained therein, misinterpretation of the information or taking action or inaction based on it. This includes situations in which the User suffers damage as a result of misunderstanding the content of the Product or its failure to adapt to individual needs and health conditions.

- 20.4. The Administrator stipulates that any content regarding the User's health, nutrition, physical activity, well-being, personal development or other issues that may affect the User's health or fitness is general in nature and is not to be considered a substitute for consultation with a doctor, psychologist, nutritionist, physiotherapist or other qualified professional. If you have any doubts about your health or ability to use a particular Product, you should consult with an appropriate professional before using the Service.
- 20.5. Products containing elements of physical, relaxation, dietary or self-development activities should be used by the User with due caution, taking into account individual health limitations and recommendations of doctors or other specialists. The Administrator is not responsible for the consequences of the use of the Products by Users with health contraindications that have not been previously consulted with the relevant medical services.
- 20.6. The Administrator is not responsible for the consequences resulting from the User's failure to observe safety rules, improper use of the Products, use of the Products contrary to their purpose or instructions, as well as for damages resulting from the actions of third parties unrelated to the Administrator.
- 20.7. In the case of Services performed in person, the Administrator and the contractors of the Services shall not be liable for injuries, property damage or damage to property occurring in the course of their performance, if they result from the User's failure to follow the instructions provided or neglect of basic safety rules.
- 20.8. No provision of the Terms of Service is intended to exclude or limit the Administrator's liability to the extent that such exclusion or limitation would be prohibited under applicable law.

21. Out-of-court complaint handling and redress options

- 21.1. The User who is a Consumer has the opportunity to use the means of processing complaints and claims:
- a. A consumer is entitled to apply to a permanent amicable consumer court operating at the Trade Inspection to resolve a dispute arising from the concluded Agreement,
 - b. The Consumer is entitled to apply to the provincial inspector of the Trade Inspection to initiate mediation proceedings for the amicable settlement of the dispute between the Consumer and the Administrator,
 - c. The Consumer may obtain free assistance in resolving a dispute between the Consumer and the Administrator, also using the free assistance of a district (city) consumer ombudsman or a social organization whose statutory tasks include consumer protection (such as the Consumer Federation, the Association of Polish Consumers).

22. Final provisions

- 22.1. The Terms of Service are governed by the laws of the Republic of Poland.
- 22.2. The User is obliged to apply the contents of the Terms of Service and Privacy Policy until he/she has a User Account and/or a Product, as well as a Free Product.
- 22.3. Any changes to Product orders and Terms of Service must be in writing to be valid.
- 22.4. In the event that any provision of the Terms of Service is found to be invalid, ineffective or unenforceable, the validity, effectiveness and enforceability of the remaining provisions of the Terms of Service shall not be affected in any way.
- 22.5. The Administrator reserves the right to transfer or assign all or part of its rights and obligations arising from the Terms and Conditions, with the proviso that if the Agreement is concluded with a Consumer, the transfer requires his consent. If this right is exercised, the User will be informed of the above-mentioned fact by a notice. The User who is a Consumer shall have the right to terminate the Agreement within 14 days from the date of obtaining information about the change with the effect specified above.