

EASY POLISH LANGUAGE SCHOOL REGULATIONS

I. Basic information

1. The Regulations specifies the conditions for the organization and conduct of classes and courses by the School.
2. The Contract is entered into upon acceptance of this Contract and the Regulations (by accepting it in the content of the e-mail or through the Autenti.com platform).

II. Payments

1. The Client must make the payments for the classes. Payment details are specified in the Contract or by individual adjustment.
2. Failure to make payment by the due date will result in the School initiating a debt collection procedure. Payments are monitored by the Law Office of Kinga Konopelko [contact address: ul. Sezamkowa 28/3, 52 – 317 Wrocław; www.edulegal.pl].
3. If payment is not made on time, the School reserves the right to suspend services or terminate the contract after prior request for payment under penalty of suspension of the services or termination of the contract.

III. Organization of classes

1. The School provides educational services to the Participant, i.e. it conducts the classes it has undertaken to organize in the form of one-to-one or group classes and prepares the necessary learning materials. The School provides the Participant with learning conditions through an appropriate curriculum, teaching materials and competent staff.
2. The Participant is obliged to abide by the rules of the class, including preparation for the classes, observance of the rules of good behavior and non-disruption of work during the class.
3. In the case of on-site classes, the School is responsible for the safety of Participants during the class. If a Participant is not a party to the Contract, the Client will provide care for the Participant before and after the class. The School is not liable for any damages caused by reasons beyond the School's control (e.g. force majeure, sole fault of the Client or the Participant).
4. In the case of group classes, the School has the right to terminate the Contract for important causes if the size of the group falls below four persons. The School may also propose to transfer a Participant to another group or increase the fee, in which case the Client has the right to reject the new offer.

IV. Change of schedule

1. The date of performance of the Contract, the class duration, as well as the number of classes are indicated in the Contract by individual agreement.
2. In the case of group classes, the class schedule shall be fixed at the latest before the commencement of the class, unless otherwise indicated in the Contract or by individual agreement.
3. In the case of one-to-one classes, the class schedule will be agreed individually by the School and the Participant/Client, unless otherwise indicated in the Contract or as part of individual arrangements. The class schedule for the next calendar month:
 - a) in the case of a new Participant – the schedule will be established during the first class,
 - b) in the case of a Participant who continues the course/class: at the latest during the last class in the calendar month.
4. The School reserves the right to cancel classes for good reason no later than one day before the scheduled class date, unless an event constituting good cause (e.g. sudden illness, fortuitous event) occurs later. In that case, a new date will be set for this class to be made up.
5. In the case of group classes:
 - 1) due to the nature of the class, it is not possible for the Client/ Participant to change the schedule of the class;
 - 2) absence from the classes does not release anyone from the obligation to pay for the classes conducted according to the schedule.
6. In the case of one-to-one class, the Client/ Participant may only change the class schedule for valid reasons, and under the conditions set out below:

- 1) The Client/Participant is obliged to inform the School of the change no later than 24 hours before the scheduled classes (e.g., by text message/e-mail or any otherwise accepted method of communicating with the School);
 - 2) classes shall be deemed to have been held if their date has not been rescheduled in the manner referred to in the preceding paragraphs. In such a case, absence from the class does not relieve anyone from the obligation to make payment for classes which were conducted according to the schedule and which the School was ready to deliver.
7. In the event of absence from class, the Participant will be able to access the materials prepared for the class. In this case, the Participant will contact the School and provide the e-mail address to which the materials should be shared.

V. **Changes to the contract**

1. The School reserves the right to amend the Regulations for important reasons, in particular in the event of a significant change in economic factors (e.g. due to an increase in public charges and fees, an increase in administrative fees), provided that there is a causal link between the change and a change in the costs of providing services by the School, and due to a change in legislation (e.g. the Civil Code, the Consumer Rights Act) or decisions and judgements insofar that these strictly require the School to make changes. Changes may not be made more frequently than two times during the term of this Contract.
2. Any change in the Regulations shall be notified to the Client by e-mail or in writing at least 14 days before the planned date of the change introduction.
3. In notifying of the changes referred to in para. 1, the School advises that the Client will be deemed to have agreed to the changes if the Client does not send the School an objection to those changes.
4. The Client shall have the right to terminate the contract with immediate effect before the effective date of changes.
5. If the Client objects to the changes without terminating the contract, the contract shall be terminated on the day before the effective date of the amendments to the Regulations.
6. The procedure referred to in paras. 1-5 does not apply to a change in the form in which classes are conducted from on-site classes to online classes in the event that it becomes difficult or impossible to conduct classes on-site for important reasons, in particular in the event of a declaration of an epidemic, a state of epidemiological emergency, a state of emergency or introduction of other restrictions which make it difficult or impossible to conduct classes on-site, e.g. in connection with the unfolding of an epidemic situation as a result of administrative restrictions or recommendations of the Chief Sanitary Inspector, and also when a change in the form in which classes are conducted is justified by significant considerations of safety for the School and Participants. In the event that these circumstances occur, the Client agrees to change the form from on-site classes to on-line classes until these conditions no longer exist. Details of the requirements for on-line classes can be found in section VI of the Regulations [On-line classes]
7. Change of the form of class instruction referred to in paragraph 6
 - 1) does not constitute an amendment to the Contract/Regulations and does not require the preparation of an Annex,
 - 2) does not give rise to the termination of the Contract/withdrawal from the Contract,
 - 3) does not give rise to a change in the fees for classes.
8. Rescheduling of classes for reasons within the School's control, as referred to in sec. IV and sec. VI [Schedule/On-line classes] is not an amendment to the Contract. If the Participant be unable to make up a class on the new date proposed by the School, the fee for that class will be refunded or carried over to the next billing period or will be settled as part of the final billing on termination of the Contract at the discretion of the Client.

VI. **On-line classes**

1. In the case of on-line classes, the Participant should have:
 - 1) an active email account.
 - 2) computer hardware to participate in the class, headphones or a speaker for audio reproduction, as well as a microphone and camera.

2. It is recommended to attend the class via a fixed internet connection. Due to its nature, a mobile connection may cause disruptions, including interruption of the Participant's activity in the class.
3. The School is not responsible for any abnormalities related to participation in on-line classes if the cause lies with the Client/Participant or with other entities whose services the Client /Participant uses (e.g. Internet access service), and which may directly or indirectly affect the possibility of using the School's services.
4. If the technical problems referred to in para. 3 prevent the participation in the lesson, the class shall be deemed to have taken place.
5. If on the part of the School or the entities supporting the School in the performance of the Contract there occur technical problems that make it impossible to hold all or part of the classes, these classes shall be entirely or partly rescheduled to other dates.
6. Shared materials may be in *.PDF, *.doc, *.mp3, *.mp4,*.zip, or *.rar formats. A Participant must have software that supports these files.
7. If the materials are made available via a platform, program or application, the Participant will need to have the access to a respective platform. The School will provide the Participant with instructions on the access to these platforms.

VII. Image

1. The Client agrees that the School may record, use and disseminate images of a Participant in the form of recordings/photos of classes/events organised by the School for documentation and educational purposes. Processing of images for marketing purposes requires a separate consent. If the Client is not a Participant, the Client, by accepting the Regulations, undertakes to obtain the Participant's consent to the extent described above.
2. The above-mentioned image of the Participant may be used for various forms of electronic processing, cropping and composition, as well as merged with images of other persons participating in classes/events organised by the School, while film and sound recordings of the Participant may be cut, edited, altered, added to other materials created as part of the School's operation. The consent applies to all forms of publication.
3. The Participant may not record, use or disseminate the images of other participants/teachers without the prior consent of those persons.

VIII. Termination of contract

1. The Client shall have the right to terminate the contract without stating any reason, by a clear declaration of intent with a notice period of 1 month.
2. Termination hereof shall be effected by submitting a written or documentary (e.g. by e-mail) declaration terminating the contract.
3. The School has the right to terminate the Contract for important reasons indicated in these Regulations, as well as in the case of a material breach of the provisions of the Regulations and the Contract by the Client/Participant, including for non-payment of fees for the classes after a prior request to cease the breaches and setting an appropriate additional deadline under threat of immediately giving notice for/terminating the Contract.
4. Upon termination of the Contract, the School shall settle the fees paid.
5. If a fee has been paid in a sum exceeding the sum equivalent to the number of classes completed up to the date of giving notice/termination of the Contract and the expenses incurred by the School in order to properly perform the Contract, the School shall reimburse the Client for the amount overpaid without delay and at the latest within 14 days after termination of the Contract. Any overpayment shall be refunded to the account indicated by the Client.
6. If the payment for classes is made in an amount less than the amount corresponding to the number of classes completed by the end of the notice period/termination of the Contract and less than the expenses incurred by the School for the proper performance of the Contract, the Client is obliged to pay the amount underpaid (missing amount) without delay and at the latest within 14 days from the date of the request.

IX. Educational materials

1. Materials provided by the School may only be used by the Client/Participant for their own use. It is prohibited by law to further disseminate, make available, rip or download in any way the records and other shared information and materials.
2. The Materials made available, as a whole and their components, that is, graphics, multimedia, text, are protected by the provisions of the Copyright Law and Related Rights Act. Copyright is held by the School or other entity, from which the School has obtained an appropriate licence. The materials may also be used by the School on other legal bases.

X. **Force Majeure**

1. During the period of Force Majeure, the parties to the Contract shall be released from any liability for non-performance or improper performance of the contract, if only the circumstances of Force Majeure impede the performance of the contract. This shall also apply to the period immediately preceding or immediately following the occurrence of Force Majeure, if the circumstances of the Force Majeure prevent the performance of the contract only during the said period.
2. „Force majeure” should be understood to a fortuitous or natural event, which is completely independent of the will and actions of the Parties and which could not have been foreseen and prevented, in particular such events as: flood, burglary, war, terrorist acts, declaration of a state of emergency.

XI. **Final Provisions**

1. The Client declares that the Client/Participant has read the appendix to the Regulations, i.e. the information clause, whereby the School has fulfilled its information obligations under the GDPR, the Electronic Services Act, the Consumer Rights Act and other laws.

Appendix:

- information clause

INFORMATION CLAUSE

In fulfilment of the information obligation arising from the Electronic Services Act and the Act of 30 May 2014 on consumer rights as well as from the provisions of the GDPR, we are sending you the most important information below:

INFORMATION OBLIGATION ARISING FROM the GDPR

1. The data controller shall be Fundacja Easypolska, ul. Kosynierska 17/5, 60-241 Poznań. NIP 779-245-37-48, REGON 366047653, KRS 0000651057, office@easypolska.pl
2. Data will be processed a) for the conclusion of the contract and performance of the contract (Article 6(1)(b) of the GDPR); in the event of providing additional data that may facilitate the performance of the contract, the data is processed on the basis of Controller's legitimate interest until the business purpose ceases to exist or an objection is raised (Article 6(1)(f) of the GDPR); b) to comply with the legal obligation that is incumbent on the Controller, including tax and accounting obligations (Article 6(1)(c) of the GDPR, for no longer than 6 years); c) in order to pursue the Controller's legitimate interests (such as the establishment or exercise of claims/defence against claims/ marketing of services and products of a company, opinion), i.e. until the claims attain their statute of limit /until the expiry of the business purpose or lodging of an objection.
3. In order to implement the above-mentioned purposes, data may be entrusted to accounting and bookkeeping companies, people who conduct classes, customer service platform and others. You have the right to request access to your personal data, data rectification, erasure or restriction of data processing and to object to processing, as well as the right to data portability and the right to lodge a complaint with a supervisory authority. Consent may be revoked at any time without affecting the lawfulness of the processing carried out before the revocation. Insofar as data processing is carried out for the purpose of concluding and performing a contract or for the fulfilment of legal obligations or establishment/exercise or defence against claims, the provision of data is voluntary, but may prevent the conclusion of a contract (does not apply to voluntary data).

INFORMATION OBLIGATIONS UNDER THE ACT ON PROVIDING SERVICES BY ELECTRONIC MEANS AND THE ACT ON CONSUMER RIGHTS

4. The public nature of the Internet and the use of electronic services may entail the risk of data being collected and modified by unauthorised persons. Appropriate technical means, in particular anti-virus and identity protection software,

should therefore be used to minimise the risks described. The School shall not request anyone to provide any form of password. Within the framework of the services provided, it is forbidden to provide content of an illegal nature. Complaints regarding the electronic services can be sent to the School's address.

5. Please note that if the contract is concluded at a distance or outside the School's registered, the Client, who is a consumer or an entrepreneur within the meaning of Article 385⁵ of the Civil Code, shall have a statutory right to withdraw from the Contract without giving any reason within 14 days from the date of conclusion of the contract, subject to paragraph 6. In order to exercise the right of withdrawal, the Client must inform about this circumstance for example by sending an e-mail or a letter to the School's address (a sample wording follows: I withdraw from the contract concluded on ...). In order to meet the time limit, it is important to send the information about the withdrawal from the contract before the time limit expires.
6. The Client is not entitled to the statutory right to withdraw from the contract if the School has fully performed the service or started to provide the service for the supply of digital content with the express and prior consent of the Client, who was informed before the commencement of the service that after the performance of the service he would lose the right to withdraw from the contract and accepted it's noteworthy. In the case of a service for the delivery of digital content, the School provides the Client with a confirmation of receipt of consent.
7. In the event of withdrawal from the Contract, the Client shall be reimbursed for all payments without delay and at the latest within 14 days from the day on which the School was informed of the withdrawal. The repayments shall be made using the same means of payment that were used for the original transaction, unless expressly agreed otherwise with Client or Participant; in no case shall the Client be charged any fees because of this repayment.
8. The Client may contact a permanent court of conciliation for consumers and make a request for resolution of the dispute arising from the contract, or contact a provincial inspector of Commerce Inspection with a request to initiate arbitration proceedings, or contact a district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection and obtain assistance in relation to the contract, or has the right to use the ODR platform (<http://ec.europa.eu/consumers/odr>)