

## TERMS AND CONDITIONS OF PROVIDING SERVICES BY ELECTRONIC MEANS

### § 1

The present terms and conditions (hereinafter referred to as "Terms of Service") stipulate the rules of electronic services provision by Language Lab sp. z o.o. [limited liability company] with its registered office in Poland, Inowrocław, ul. Orłowska 21, REGON [National Business Registry Number] 341307214, NIP [Tax Identification Number] 5562752311, entered into the register of entrepreneurs of the National Court Register kept by the District Court in Bydgoszcz, 13th Economic Department of National Court Register under number 0000428331 (hereinafter referred to as "Language Lab").

### § 2

Definitions used in the present Terms of Service:

1. "Failure" – irregularity of rendering Services by Language Lab resulting in an interruption in Services provision or in a significant decrease in their quality; 2. "Pricelist" – the catalogue of services provided by Language Lab together with characteristics of these services and the price listing, including terms and conditions of promotions; 3. "Client" – the subject being the party to the contract or claiming to conclude it; 4. "Consumer" – the Client being a natural person, purchasing the services for purposes not directly connected with their economic or professional activity; 5. "Language Lab Representative" – a person acting on behalf and to the benefit of Language Lab, entitled to submit and accept binding declarations of intent within the scope of conclusion, alteration and termination of Contract, or entitled to execute its provisions; 6. "Force Majeure" – an event independent of the Party, external and impossible to be foreseen and prevented, in particular wars, natural disasters, strikes and acts passed by public authorities; 7. "Website" – Language Lab service under the following address: [www.dlhub.eu](http://www.dlhub.eu); 8. "Contract" – services contract offered by means of the website, concluded between Language Lab and the Client; 9. "User's Device" – the Client's device, e.g. computer designated to the use of

services; 10. "Services" – services within the range of foreign languages teaching provided by Language Lab by means of the website; 11. "Act" – act of 18 July 2002 on providing services by electronic means (Journal of Laws of 2002 , no. 144, item 1204, as amended).

### § 3

1. Language Lab provides services within the range of foreign languages teaching by means of an e-learning platform on conditions stipulated in the contract, terms of service and pricelists, and the Client undertakes to comply with these conditions. 2. Provisions of the contract and the pricelists different from the provisions of the Terms of Service, shall supersede the provisions of the Terms of Service. 3. Language Lab is entitled to use third persons in conducting contractual obligations.

### § 4

1. The Contract shall be concluded in writing or by the Client placing an order in an electronic form through the Website for services provided by Language Lab and by making due payment to the benefit of Language Lab. 2. Terms of Service and pricelists are made public by Language Lab on the Website. 3. The Contract is concluded for an unlimited time period.

### § 5

1. Language Lab may subject conclusion of the Contract to the condition that the Client submits data indispensable for its conclusion. In the case of a natural person, the following data might be required: a. surname and names; b. address of permanent residence; c. address for correspondence if different from address of permanent residence; d. telephone number; e. e-mail address. 2. Regardless of section 1 stipulations, in the case of the Client not being the Consumer, Language Lab may subject conclusion of the Contract to the condition that the Client also provides the following data: a. company or name of activity conducted, b. Tax Identification Number, c. National Business Registry Number. 3. For the purpose of service provision, Language Lab may also process the following particulars pertaining to the Client which are indispensable in view of Services characteristics and the methods of their

settlement: a. telephone numbers, b. contact data for technical purposes, c. contact data for accounting purposes, d. data concerning Client activity in Language Lab service.

4. Language Lab may also, with the consent of the Client, process other data concerning the Client which are not indispensable for Services provision.

5. Language Lab may subject conclusion of the Contract to the condition of presenting documents confirming accuracy of data provided in connection with Contract conclusion, in particular, of a copy of an entry in the Register of Business Activity, National Court Register, and also confirming a given Tax Identification Number and National Business Registry Number.

#### **§ 6**

1. Language Lab provides access to language courses selected by the Client via the Website after conclusion of the Agreement referred to in § 4.

2. If Language Lab is unable to provide a service stipulated in the distance Contract, because the subject of the service is unavailable, they should immediately, no later, however, than within 30 days from Contract conclusion, notify the Client and refund the full amount of money received from them.

3. The Client is obliged to notify Language Lab immediately of identified interruptions in service delivery.

4. The Client undertakes to refrain from activity infringing applicable provisions of law, rules of social conduct, public policy principles and common customs when using the Services.

5. The Client is forbidden to provide contents of unlawful nature by means of the website.

#### **§ 7**

1. The Client has no right to provide access to the Services to third persons, in particular, in return for remuneration.

2. The Client undertakes to keep logins and passwords enabling third persons to use Language Lab services in secret.

3. It is presumed that instructions and statements made by persons using the Client's logins and passwords are made by the Client.

4. Language Lab is not liable for securing User's Devices from third party interference.

#### **§ 8**

1. In order to use Services, it is necessary for the Client to create an account on the Website. Account creation by the Client in Language Lab service is free of charge. After account creation, the Client obtains access to:

a. basic functions of the service, b. information about available courses and their prices, c. diagnostic tests and limited demonstration versions.

2. Language Lab charges fees for access to foreign language learning courses and other didactic materials offered by means of the Website, in the amount stipulated in the Pricelist available on the Website. The price of a language course depends on its subject and time period during which the Client can use it by means of the Website. Prices of language courses on the Website include VAT according to currently applicable rate.

3. All payments due for Services should be made: a. through payment intermediary whose service is built in the system of courses purchase; b. or to the bank account indicated in an adequate document issued by Language Lab and properly delivered or accessible to the Client. In this case, the day of effecting payment by the Client is the date when the due amount is credited to the proper bank account of Language Lab.

4. Language Lab opens access to a given course immediately after the due amount is credited to their bank account or after receiving notification from payment intermediary of payment being made.

5. On completion of the period of paid access to the course: a. access is automatically blocked; b. history of Client activity will be stored for at least 6 months and will be available in the case of subsequent purchase of access to a given course within this period; c. the Client is not obliged to extend access to the course; d. the Client can purchase access to the course again based on currently offered conditions.

6. Remuneration of Language Lab does not include expenses of the Client connected with access to Services, in particular, with Internet access.

#### **§ 9**

1. The current offer of Language Lab is available on the Website.

2. Language Lab reserves the right to give the Client access to additional options of Services, as well as to improve their parameters without extra charges. Execution of entitlement described in the first sentence, as well as ceasing the provision of Services accessible in the abovementioned way, shall not require alteration of the Contract, consent of the Client, or prior notification of the Client and does not entitle the Client to terminate the Contract.

3. Language Lab is obliged to exercise due diligence resulting from professional character of Services provided.

4. In order to ensure proper operation of the Website, Language Lab reserves the right to interruptions in Services provision, not longer than 6 hours at a time, caused by the necessity of conducting maintenance work, however, not more than 24 hours per quarter. Language Lab shall notify the Client of the term of planned interruption by means of communication on the Website.

5. The Client, after giving login and password provided to them by Language Lab, has the right to use technical support by means of the form available on the Website, or through the email address given on the Website.

#### § 10

1. In order to use the Services, devices are indispensable which use the Internet network by means of search engine not older than Google Chrome 25, Internet Explorer 9, Mozilla Firefox 15, Opera18, Safari 5.1. 2. In some cases, accepting cookies might be necessary.

3. Sending files to and from the server is dependent on the throughput of Internet connection of the Client. 4. Language Lab bears no responsibility for problems with Services usage resulting from wrong software or devices configuration of the Client, or from problems with Internet connection of the Client.

#### § 11

1. Materials presented in Language Lab service are subject to copyright and are protected on the basis of the Act on copyright and related rights (Journal of Laws of 1994, No. 24, Item 83, as amended).

2. Language Lab reserves the right to update the content of courses from their offer,

including adding, deleting and modifying its elements.

3. Content made available within access to a given course may be used only by the Client who purchased access to it.

#### § 12

1. Language Lab is entitled to change the Terms of Service only for an important reason, in particular, resulting from a change of applicable provisions of law or cessation to provide certain Services.

2. Language Lab shall notify the Client of any planned change of the Terms of Service through internal mail in the service.

3. Alterations of the Terms of Service introduced by Language Lab during the term of Contract shall be binding for the Client being the Consumer if their content is delivered to them and the Consumer does not terminate the Contract within 14 days from the date of delivery. In the case of Contract termination in the abovementioned mode, the Contract is terminated on the last day prior to introduced alterations coming into force.

4. The Client and Language Lab are entitled to terminate the Contract or its part referring to the indicated type of Services, concluded for an unlimited time period with a one-month notice.

5. The Client is entitled to terminate the Contract without keeping the period of notice in the case of Failure lasting longer than 5 business days, and in the case of not removing this infringement within 5 business days from the date of the demand of the Client.

6. Statement of Contract termination requires a written form.

7. In the case of termination of the Contract or its part referring to a certain Service, before the term of Contract, by the Client not being the Consumer or by Language Lab, due to reasons attributable to the Client not being the Consumer, the Client not being the Consumer is not entitled to the refund of remuneration for the remaining part of the settlement period, after Contract termination.

8. With the consent of Language Lab, the Client may assign rights and obligations from the Contract to the third person who meets the requirements stipulated in the Terms of Service. In such a case, Language Lab may

charge the Client not being the Consumer a fee in the amount stipulated in the Pricelist.

**§ 13**

1. Language Lab may suspend provision of all, or appropriate part of Services to the Client if:
  - a. the Client despite being requested, is delayed with payment of the whole, or partial amount of due payment for over 7 days from the term of payment;
  - b. the Client significantly infringes, or fails to comply with significant provisions of the Contract or the Terms of Service;
  - c. the Client undertakes activity which might destabilise the service or hinder its use to other Clients;
  - d. the Client gives access data to the purchased courses to third persons.
2. Language Lab undertakes to request the Client to cease the infringements prior to suspension of Services provision if immediate suspension does not constitute the sole possibility of preventing significant damage.
3. Language Lab reserves the right to deny access to the stored data of the Client in accordance with provisions of article 14 of the Act. Based on regulations of article 14 of the Act, Language Lab is not liable for damage being a result of denied access to such data.
4. Reactivation of Services is effected on Client's application, not earlier than the grounds for suspension cease to exist.
5. Language Lab is entitled to charge the Client not being the Consumer with Services reactivation fee in the amount stipulated in the Pricelist.
6. Language Lab may terminate the Contract with the Client not being the Consumer without keeping the term of notice if grounds defined in § 12, section 1 exist.

**§ 14**

1. Language Lab bears responsibility for non-fulfilment, or inadequate fulfilment of their Services, unless this occurred as a result of Force Majeure or due to reasons attributable to the Client.
2. Removal of Failure should occur not later than within 5 business days from the moment of its reporting. If the Failure is impossible to be removed within 5 business days from the moment of its reporting, Language Lab shall stipulate the term of its removal and immediately inform the reporting person about this fact.

3. For each day on which the Failure occurred, the Client is entitled to a refund of a proportionate part of the fee.
4. The period for which the fee is reduced does not include the time during which Failure removal was not possible due to reasons attributable to the Client.
5. Reduction of the fee shall be based on complaint lodged by the Client, provided that the complaint is notified no later than within one month after detection of Failure by the Client.
6. Language Lab liability towards the Client not being the Consumer is limited up to the total trade volume between the Client and Language Lab in the period of one year of the term of Contract preceding the event constituting the grounds to liability of Language Lab.

**§ 15**

1. Clients can make complaints about Services provided, in particular, failure to adhere to the term of commencement of Services provision stipulated in the Contract by fault of Language Lab, non-fulfilment, or inadequate fulfilment of the Services, or incorrect calculation the amount due on account of providing these Services.
2. The complaint should be submitted in writing to the address of Language Lab and should include:
  - a. first name and surname or the name and residence address or Client's registered office;
  - b. indication of the subject of the complaint and the period concerning the complaint;
  - c. presentation of circumstances justifying the complaint;
  - d. Client's request – in the case when the Client submits such a request;
  - e. signature of the Client.
3. Language Lab immediately responds to the complaint in writing, not later than within 14 days from the date of its receipt.
4. Response to the complaint should include:
  - a. name of Language Lab unit handling the complaint;
  - b. justification of the settlement;
  - c. decision on refusal or recognition of complaint;
  - d. determination of the method and date of realization of Client's request;
  - e. signature of the authorised employee representing Language Lab, specifying their job position.

### § 16

1. A customer who is dissatisfied with the outcome of the complaint procedure may use non-judicial means of dealing with complaints and redress.
2. Detailed information on the possibility of the Client using the extrajudicial method of dealing with complaints and pursuing claims and the rules of access to these procedures are available at the offices and on the websites of municipal consumer ombudsmen, social organizations whose statutory tasks include consumer protection, Provincial Inspectorates of the Trade Inspection and the Office of Competition and Consumer Protection.
3. The customer who is a consumer has the following exemplary possibilities of using extrajudicial means of dealing with complaints and redress:
  - a. The customer is entitled to request a permanent amicable consumer court, referred to in art. 37 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws of 2001, No. 4, item 25, as amended), with a request to settle the dispute arising from the concluded Agreement. The regulations of the organization and operation of permanent consumer courts of arbitration are specified in the Regulation of the Minister of Justice of 25 September 2001 on defining the rules of organization and operation of permanent consumer arbitration courts (Journal of Laws of 2001, No. 113, item 1214).
  - b. The customer is entitled to apply to the provincial inspector of Trade Inspection, pursuant to art. 36 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws of 2001, No. 4, item 25, as amended), with a request to initiate mediation proceedings regarding the amicable settlement of the dispute between Language Lab and the Consumer. Information on the rules and procedure of the mediation procedure conducted by the voivodeship inspectorate of Trade Inspection is available at the headquarters and on the websites of individual Provincial Inspectorates of the Trade Inspection ([www.uokik.gov.pl/wiih](http://www.uokik.gov.pl/wiih)).
  - c. The customer can get free assistance in settling the dispute by also using the free help of the municipal consumer ombudsman

([www.uokik.gov.pl/rzecznicy](http://www.uokik.gov.pl/rzecznicy)) or social organization, whose statutory tasks include consumer protection (including the Federation Consumers: [www.federacja-consumers.org.pl](http://www.federacja-consumers.org.pl)).

### § 17

1. A Consumer who concluded a Contract at a distance or outside the business premises, may withdraw from it without giving reasons and without incurring costs, by submitting a relevant statement in writing within 14 days from its conclusion. To comply with this deadline, it is enough to send a statement before its expiry. The template of the statement on withdrawal from the Agreement is in the Annex to these Regulations.
2. In the event of withdrawal from the Agreement, it is considered for not being concluded. In this case, Language Lab shall promptly, no later than within 14 days of receipt of the Consumer's statement of withdrawal from the contract, refund the fees paid for using the Website.

### § 18

1. Clients' Personal data shall be processed by Language Lab being the data administrator within the meaning of the regulations from the Act of 29 August 1997 on personal data protection (Journal of Laws from 2002, no. 101, item 926, as amended).
2. Personal data processing shall be performed under provisions of the Act of 29 August 1997 on personal data protection.
3. In accordance with the provisions of article 23, section 1, points 3 and 5, and section 4 of the Act of 29 August 1997 on personal data protection, Language Lab is entitled to process personal data of the Client to the extent necessary for execution of the Contract, indispensable for direct marketing of Services and for pursuing business activity claims.
4. The Client is entitled to access the content of their personal data and correct them, and in the cases referred to in article 23, section 1, points 4 and 5 of the Act on personal data protection, the right to a reasoned written request to cease to process their personal data, as well as the right to object to the data processing for marketing purposes, or for personal data transfer to another data administrator.

**§ 19**

1. Based on the Act, Language Lab can process the following data characterising the way of using the Services by the Client:

a. designations identifying the Client assigned on the basis of data referred to in §5, section 1 of the Terms of Service, b. symbols identifying end of telecom network or ICT system which the Client was using, c. data concerning Client activity in Language Lab service, d. information on the beginning, end, as well as the scope of respective use of the Services, e. information on –the Client using the Services.

2. On termination of the use of Services, Language Lab cannot process personal data of the Client, without prejudice to data which are: a. indispensable for settlement of the Services and for pursuing claims due to payment for Services use, b. accordingly anonymised and indispensable for advertising purposes, market research as well as Clients' behaviour and preferences with the research results to be used for the needs of improving the quality of Services provided, with the consent of the Client, c. indispensable for explanation of circumstances of the use of Services in breach of the Terms of Service or applicable regulations, d. accepted for processing under separate laws or contract.

**§ 20**

1. In the case when Language Lab obtains information that the Client uses the Services not complying with the Terms of Service or with applicable provisions of law, Language Lab can process the Client's personal data to the extent necessary to determine the liability of the Client, provided that Language Lab records for the evidence purposes the fact of obtaining and the content of those messages.

2. Language Lab may notify the Client of his unauthorized activities requesting their immediate cessation, as well as of making use of the entitlement referred to in section 1.

**§ 21**

1. Subject to any special provisions, e-mail account given by the Client when concluding

the Contract, as well as a contact form available on the Website will constitute the means of communication between the Parties, in particular, in matters of service enquiries, information about the Client's outstanding payments and the Services, including the technical conditions of their provision.

2. During the term of Contract, the Parties undertake to immediately inform the other Party of any change of address or other personal data of the Parties specified in the Contract. With the exception of Clients being Consumers, in the case of omission of data update, correspondence sent to the last address known to the Party shall be considered as effectively delivered.

Information on changes in Client's data does not constitute the change of terms of the Contract or Terms of Service.

3. The Client not being the Consumer authorises Language Lab to the publication of their name and e-mail addresses in the reference list of Language Lab.

4. Language Lab is entitled to transfer the rights and obligations of Language Lab under the Contract without a separate consent of the Client not being the Consumer.

**§ 22**

1. The current content of the Terms of Service is available on the Website.

2. With regard to cases initiated and not completed before the Terms of Service entering into force, the provisions of the Terms of Service which are in force at the time of initiation of the given matter shall be binding.

3. In matters not covered by the Contract, the Terms of Service and Pricelists, the provisions of applicable law shall apply, including the Civil Code, the Act on personal data protection, the Act on copyright and related rights and the Act on providing electronic services.

4. The Terms of Service come into force on 23.01.2017.

Place, date .....

.....

.....

Name and surname of the consumer(s)

Consumer(s) address

Language Lab Sp. z o.o.

ul. Orłowska 21, 88-100 Inowrocław, Poland

Declaration of withdrawal from the contract

I / We (\*) ..... hereby inform about my / our (\*)  
withdrawal from the contract for the provision of language learning services on the e-learning  
platform concluded with Language Lab Sp. z o.o. on .....

.....

.....

Signature(s) of the consumer(s)

(\*) Delete where inapplicable