

§ 1

General provisions

1. 'Twoja szkoła' Language School, hereinafter referred to as "School", is run by the Foundation for Development of Entrepreneurship 'Twój StartUp' with its registered office at ul. Żurawia 6/12 lok 766. 00-503 Warszawa, e-mail: szkola@twojstartup.pl, and has been entered into the Register of Entrepreneurs of the National Court Register kept by the Warsaw District Court, XII Economic Division of the National Court Register under no. KRS 0000442857, with an assigned tax identification number (NIP): 21-364-12-11 and a company ID number (REGON): 146-433-467 and BDO number: 000460502
2. The School also runs a web portal at the website address <https://szkola.twojstartup.pl/> (hereinafter referred to as "Portal"). Portal offers the possibility of being familiarized with the School's language courses and its teachers, enrolling and paying for a chosen language Course run by the School as well as giving opinions on the Courses and their availability. In order to be able to use the portal it is necessary to possess a device which meets the technical requirements specified in §6 section 2 point 1.
3. The Terms and Conditions specify the terms of enrolling on the courses run by the School as well as the terms of running the courses by the School.
4. The Terms and Conditions are provided free of charge before signing the agreement and are publicly available free of charge in a form which allows them to be obtained at the following address: <https://szkola.twojstartup.pl/regulamin/>.
5. The School provides paid teaching Polish as a foreign language services (hereinafter referred to as "Courses") in a form of stationary, online, group and individual Courses
6. Each participant of the Courses run by the School, **hereinafter referred to as "Student", is required to read the Terms and Conditions and Privacy Policy. Enrolment and participation in a course is possible only upon acceptance of the Terms and Conditions and Privacy Policy.**
7. Only a natural person with full legal capacity can be a Student. The Course Agreement may be concluded with a Student, a legal person or an organizational unit not being a legal entity but granted legal capacity by the Act. In the case of concluding the Agreement with a legal person or an organizational unit not being a legal entity but granted legal capacity by the Act, a natural person must be indicated as a Student by one of aforementioned bodies.
8. The duration of one lesson unit is specified in a particular Course description.

9. The Student determines the level of the Course he or she wants to participate in. The School does not carry out placement tests. Changing the Course level during the Course is possible only if there are places available on other levels.
10. The Student undertakes to acquire teaching materials at their own expense, in particular the Course book indicated by the Teacher as necessary for a particular course
11. The School informs that the use of electronically supplied services involves risks that arise from the public nature of the Internet, in particular, intercepting and modifying transmitted data by unauthorized third parties.

In order to minimize the above risks the Student should apply appropriate safety precautions, in particular anti-virus software and avoid usage of public access points.

12. The School informs that its web portal uses cookies (software not included in the service content) introduced into the Student's computer system.

§ 2

Conclusion of the Agreement

1. The Course participation agreement (hereinafter referred to as "Agreement") between the Student and the School will be concluded by means of a distance contract without physical presence of the parties.
2. The Agreement is concluded upon filling in and sending a registration form by the Student (hereinafter referred to as Registration Form). The Registration Form is available at the following address: <https://szkola.twojstartup.pl/zamawiam/>. Before sending the Registration Form it is necessary to read and accept the Terms and Conditions. The Student is required to provide the following personal data:
 - a) name
 - b) surname
 - c) exact address (street number, postal code, town, country/region)
 - d) telephone number
 - e) e-mail address
3. The Agreement comes into force upon acceptance of the Registration Form by the School and is concluded for a fixed period of time, from the day of the execution of the Agreement, until the end of the Course. Information concerning the Course time period is provided in description of each Course. The Student is obliged to pay Tuition
4. The Student may terminate the Agreement no later than on the day when the second lesson of the course will take place. For termination to be valid, it is sufficient to send

a notice of termination in e-mail message to the following address: Szkola@twojstartup.pl. In this case, the School will reimburse the Student paid Tuition reduced proportionally by the remuneration due for lessons attended by the Student. The above does not limit the rights of the Student being consumer, to renounce the Agreement on the terms described in § 3 of the Regulations.

5. The start date and the schedule of an individual Course is agreed between the Student and the Teacher.

§ 3

Consumer's right to renounce

1. The Student who is a consumer may renounce the Agreement without cause and without incurring costs. In case of renouncement, the Agreement is considered void.
2. According to Art. 22¹ of the Act of 23 April 1964 of the Civil Code, a consumer is a natural person who carries out with an entrepreneur a juridical act which is not directly related to his or her economic or professional activity.
3. In order to renounce, the Student should send a declaration of renouncement to the School within 14 (fourteen) days from the date of concluding the Agreement. In order to meet this requirement, it is sufficient to post the declaration to the School's address or to send a scan of the signed declaration to the School's e-mail address: szkola@twojstartup.pl within the time limit. A template of declaration of renouncement that can be used by the Student who is a consumer, is attached to this document.
4. The School will refund the Tuition via the same method as it was paid by the Student, unless a different method, which does not entail any costs for the Student, is agreed.
5. If the Student has sent the declaration of renouncement before receiving the confirmation of the registration, the registration is cancelled.
6. The right to renounce an agreement concluded off-premises or a remote agreement shall not apply to contracts:
 - 1) for the provision of services where the trader has performed the service in full with the explicit consent of the consumer who was informed prior to the provision of the service that once the trader has fulfilled his benefits, he will lose his right of withdrawal
 - 2) where the price or remuneration depends on fluctuations in the financial market over which the trader has no control and which may occur before the time limit for withdrawal from the contract expires

- 3) in which the object of performance is non-prefabricated and produced to the consumer's specifications or intended to meet his personal needs.
 - 4) In which the object of performance is perishable or has a short use-by date.
 - 5) in which the object of performance is provided in sealed packaging which, after opening the package, cannot be returned for health reasons or for hygienic reasons, if the package has been opened after delivery
 - 6) in which the goods are the object of performance, which on arrival are inseparably linked to other goods by their nature
 - 7) in which alcoholic beverages are the object of performance, the price of which has been agreed upon at the conclusion of the agreement and the supply of which may take place only after 30 (thirty) days and the value of which depends on market fluctuations over which the trader has no control
 - 8) in which the consumer explicitly requested that the trader come to him for urgent repair or maintenance; if the trader provides additional services other than those required by the consumer or supplies goods other than spare parts necessary for the repair or maintenance, the consumer shall have the right of withdrawal in respect of the additional services or goods
 - 9) in which the object of performance consists of audio or video recordings or computer programs delivered in closed packaging bearing a seal, if the packaging was opened after delivery.
 - 10) for the provision of newspapers, periodicals or magazines, with the exception of the subscription agreement.
 - 11) concluded by means of a public auction
 - 12) for the provision of accommodation services other than for residential purposes, transportation of goods, car rental, catering, leisure and entertainment services, sports or cultural events, if the contract indicates the date or a period of provision of the service
 - 13) for the supply of digital content which is not recorded on a material medium, if the performance has begun with the consumer's express consent before the expiry of the period to withdraw from the contract and after having been informed by the trader of the loss of the right of withdrawal.
7. The School shall issue to the Student a document of the conclusion of the distance agreement or the confirmation of the conclusion of the contract, recorded on paper or, if the Student agrees, on another durable medium.

Form of payment

1. The Course pricing is available on the Portal, at <https://szkola.twojstartup.pl/#wybierz-kurs>. The indicated prices are gross prices, i.e. they include the applicable value added tax (VAT).
2. The Tuition fee for a particular Course (hereinafter referred to as "Tuition") may be paid:
 - a) in advance, upon the enrolment on the course
 - b) in two equal installments, of which the first installment is payable upon the enrolment on the course, and the second installment within 70 (seventy) days of the beginning of the course.
 - c) in equal monthly installments, payable up to 3rd (the third) day of each month of the contract.
3. For payments in installment, an additional administrative fee, the value of which the Student will be notified before the first payment is made, may be added to each installment.
4. Payment of the tuition may be made by transfer into the School's bank account: 13 1140 1010. 0000 5433 5900 1025 run by mBank S.A seated in Warsaw. The name of the Student and the month/installment for which the tuition is being paid for must be indicated in the title of the money transfer.
5. Reimbursement of the Tuition paid, in the cases referred to in § 3 (4), § 5 (7, 8) and § 7(12, 13) of these Regulations, shall be made into the bank account from which the payment was made.
6. Refund may also be made in another form, which the Student has agreed to and which does not incur any additional costs.

§ 5

Classroom-based Courses

1. The location of the classroom-based Courses will be indicated in the description of a particular Course
2. Classroom-based Courses are conducted as a group or individual lessons.
3. The number of people in the group is specified in the Course description.
4. Group classes in the classroom-based courses are conducted according to the schedule established before the beginning of a given Course.

5. Enrollment into a group is based on the order of entry.
6. Individual classroom-based courses are conducted in accordance with the schedule agreed by the Teacher and the Student.
7. In the event in which a group has fewer than the minimum number of students, as referred to in section 3 a) and b) of this paragraph, the School shall have the right to cancel the Course for that group before it starts. In this case, the School shall, at the Student's choice, either refund the Tuition paid by the Student of the canceled group or transfer the Student to another group.
8. If the class is not completed for reasons attributable to the School, the class shall be completed at a different time, as agreed with the Student. In cases in which this will not be possible, the proportional part of the Tuition for the month in question will be counted towards the Tuition for the following month or reimbursed to the Student.
9. In the case of individual classes, the Student may cancel the class 24 (twenty-four) hours before the scheduled start time at the latest, excluding holidays. In this event, the class will be performed at a different time. In case of cancelation made later than 24 (twenty-four) hours before the scheduled start time, the class shall be deemed to have been performed.
10. The School has the right to change the Teacher during the course for important reasons.

§ 6 Online Courses

1. Online classes are conducted using a Zoom internet communicator (hereinafter referred to as Communicator) or other program indicated by the School in the course description.
2. In order to participate in on-line classes it is required to have:
 - a) access to the internet and stable internet connection with bandwidth of at least 1 (one) Mbps
 - b) device, equipped with a microphone and camera, which meets the technical requirements for installing and using an internet communicator.
3. Zoom application is available for download at <https://zoom.us/download/>.
4. Using Zoom requires creating an account and agreeing to the terms and conditions available at: <https://zoom.us/terms/>.
5. Technical requirements of the ICT (Information and Communication) System required for Zoom are available on the Zoom website at:

- a) for desktop computers

<https://support.zoom.us/hc/en-us/articles/201362023-System-requirements-for-WindowsmacOS-and-Linux>

- b) for mobile devices

<https://support.zoom.us/hc/en-us/articles/201362023-System-requirements-for-WindowsmacOS-and-Linux>

6. Online courses are conducted as group and individual lessons.
7. Online classes are conducted with the use of audio and video. (conference call).
8. The number of people in the group is specified in the course description
9. Online group classes are conducted according to the schedule established in advance at the beginning of a given Course
10. Enrollment into a group is based on the order of entry.
11. Individual online Courses are conducted in accordance with the schedule agreed by the Teacher and the Student.
12. For the cases in which a group has fewer than the minimum number of pupils, as referred to in section 3 a) and b) of this paragraph, the School shall have the right to cancel the course for that group before it begins. In this case, the School shall, at the Student's choice, either refund the Tuition paid by the Student of the canceled group or transfer the Student to another group.
13. If the class is not completed for reasons attributable to the School, the class will be completed at a different time, as agreed with the Students. In cases in which this will not be possible, the proportional part of the Tuition for the month in question will be counted toward the Tuition for the following month or reimbursed to the Student.
14. In the case of individual classes, the Student may cancel the class 24 (twenty-four) hours before the scheduled start time at the latest, excluding holidays. In this event, the class will be performed at a different time. In case of cancellation made later than 24 (twenty-four) hours before the scheduled start time, the class shall be deemed to have been performed.
15. The School has the right to change the Teacher during the course for important reasons.

§ 7

School responsibility

1. Due to the fact that the Course participation agreement is a service contract concerning language teaching services, and because language learning depends on many factors outside the possibility of the School, the School is responsible only for the proper conduct of the classes within a particular Course, and is not responsible for the Student's progress.
2. The School shall not be liable for the results of the language examinations taken by the Student after completing the course
3. The School's responsibilities do not extend to the equipment and infrastructure, including malfunctioning of public information networks such as lack of or disruption of Internet access, used by the Student.
4. The school shall bear no responsibility for any damage related to the quality of the equipment used by the Student or the way the service is used by the Student

§ 8

Claims

1. The Student has the right to file a claim regarding the services provided by the School.
2. The Student should fill a written complaint to the School's address: Fundacja Rozwoju Przedsiębiorczości „Twój StartUp” ul. Żurawia 6/12, lok 766, 00-503 Warszawa or via e-mail: szkola@twojstartup.pl.
3. The school shall consider the complaint within 14 (in words: fourteen) days from the date of receipt of the complaint.
4. The School shall notify the Student about the outcome of the complaint immediately in writing or by e-mail to the email address provided by the Student in the complaint.

§ 9

Contact details

You can contact the School:

1. by phone: 730 395 626
2. by email: szkola@twojstartup.pl
3. in writing: Fundacja Rozwoju Przedsiębiorczości „Twój StartUp” ul. Żurawia 6/12, lok 766, 00-503 Warszawa.

§ 10

Prohibition on providing illegal content

1. The Student cannot post illegal, contradictory with the applicable law, immoral or otherwise harmful content to third parties, as well as publish links to pornographic, obscene or offensive to dignity of others material.
2. The Student is obligated to refrain from any activity that could affect the proper functioning of the School's communication and information system, its Communicator and, in particular, from any interference in the operation of the server or its components.
3. The usage of the Portal or the communicator involves the possibility of third parties to interact with the data provided by the Student and the transmission of such data.

§ 11

Information clause

1. The School is the data controller of personal data acquired for the purpose of conclusion and performance of the Course participation agreement. It is possible to exercise the rights resulting from the personal data protection regulations by contacting the Organizer by e-mail: rodo@twojstartup.pl or post by sending a letter to the Organizer's address with the "personal data protection" annotation.
2. Full information concerning processing of the personal data is available at: <https://szkola.twojstartup.pl/polityka-prywatnosci>.

§ 12

Final Provisions

1. In matters not covered by these Regulations general Polish law, in particular the Civil Code Act of 23 April 1964, the Act of 30 May 2014 on consumer rights and the Act of 18 July 2002 on the provision of services by electronic means shall apply.
2. The School has the right to amend the Terms and Conditions. The Student will be informed of any change to the Terms and Conditions by email to the address indicated upon the registration, not later than 14 (fourteen) days before the date of entry into force of the amendment to the Terms and Conditions. In the event that the Student does not accept the changes, he or she shall have the right to terminate the Agreement without notice. The amendments to the Terms and Conditions shall not apply to services provided before the amendment is made.
3. The Terms and Conditions will enter into force on 01.08.2020.

§ 13

Communication on out-of-court settlement of disputes

In accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amendments to the regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on ODR and consumer disputes), Foundation for **Development of Entrepreneurship 'Twój StartUp' with its registered office in Warsaw hereby provides an electronic link to the ODR (online dispute resolution) internet platform: <https://webgate.ec.europa.eu/odr>** The ODR platform facilitates out-of-court dispute resolution between traders and consumers. The settlement of disputes under this method is voluntary.

Model declaration of withdrawal from the course participation agreement

(This form is to be filled in and sent only in case of intention to withdraw from the agreement)

Date:

.....

(full name)

.....

.....

(address)

Fundacja Rozwoju Przedsiębiorczości
"Twój StartUp"
ul. Żurawia 6/12 lok. 766
00-503 Warszawa

Declaration of withdrawal from the course participation agreement

I, the undersigned, hereby waive the following agreement:

1. Agreement date:
2. Subject of the agreement: