

## TERMS AND CONDITIONS OF THE ONLINE SHOP EDUSFERA ACADEMIC PRESS

### § 1. GENERAL PROVISIONS

1. The rules and regulations of the [www.edusfera.press](http://www.edusfera.press) website define the terms and conditions of using the website, purchasing products offered on the website, terms, and conditions using E-books or E-journals, as well as type and scope of services provided electronically through the website by the service provider, i.e., EDUsfera. Ewa Jurczyk-Romanowska, ul. Drukarska 45/38, 53-311 Wrocław, NIP 5471830063, REGON 385633764, having the status of a small entrepreneur within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions (Journal of Laws of 2022, item 893, as amended). Contact details:

1. postal address: ul. Drukarska 45/38, 53-311 Wrocław, Poland
2. electronic e-mail address: [wydawnictwo@edusfera.press](mailto:wydawnictwo@edusfera.press)
3. phone number: +48 500 858 921

2. The rules and regulations are made available to users in electronic form on the website in such a way that they can store and reproduce the rules and regulations in the ordinary course of business. The user using the services of the website declares that he has read, understood and agreed to all the terms and conditions contained in these terms and conditions of the website.

3. The service provider, in addition to the products offered, in the course of its activities:

1. provides digital products to users;
2. provides subscribers with a newsletter.

4. The information about the digital products available on the website, in particular their descriptions, and technical and usage parameters, constitutes an invitation to conclude a contract within the meaning of Article 71 of the Act of 23 April 1964 - Civil Code.

### § 2 DEFINITIONS

1. **Business days** - days from Monday to Friday, except for public holidays;

2. **Delivery** - the actual act of supplying the customer by the seller, through the intermediary of the supplier, with the products specified in the order;

3. **Supplier** - an entity with which the seller cooperates in performing the delivery of products;

4. **E-book** or **E-journal** - a publication in electronic form, intended for sale in the store, as digital content, to be read using appropriate software installed on an electronic device (e.g. personal computer, e-book reader, tablet, smartphone). An E-book or E-journal takes the form of an electronic file, the format of which depends on the content of the E-book or E-journal;

5) **Registration form** - a form available on the website that enables the creation of a customer account;

6) **Order form** - an interactive form available on the website that allows the customer to place an order, in particular by selecting products and specifying the method of delivery and payment;

7. **Customer** - a natural person, legal person or organisational unit without legal personality, to whom the Act grants legal capacity, who has concluded a contract with the seller. Within the meaning of these rules and regulations, the customer is at the same time a user of the website;

8. **Customer account** - a collection of resources and rights assigned to the customer. Within the customer account, the data provided by the customer and information about orders placed by him/her in the shop are collected;

9. **Newsletter** - digital content within the meaning of the provisions of the Consumer Rights Act, including commercial information relating to the current activities of the seller (including information on news and promotions available on the website);



10. **Non-conformity** - it means the non-conformity of the digital content with the agreement for its provision (the criteria for assessing the conformity of the digital content with the agreement for its provision are specified in Article 43k (1-2) of the Consumer Rights Act);

11. **Product** - a product offered by the seller as part of the online shop. The seller as regards the online shop offers books and journals published in printed (tangible) form as well as in electronic form (E-books or E-journals);

12. **Rules and regulations** - this document sets out the terms and conditions of use of the website and the terms and conditions of use of the newsletter;

13. **Online shop/Service** - means the website conducted by the service provider at <https://edusfera.press/sklep/> through which it is possible to use the services and conclude a sales agreement;

14. **Seller/Service Provider** - EDUsfera. Ewa Jurczyk-Romanowska, ul. Drukarska 45/38, 53-311 Wrocław, NIP 5471830063, REGON 385633764, having the status of a small entrepreneur within the meaning of the Act of 8 March 2013 on preventing excessive delays in commercial transactions (Journal of Laws of 2022, item 893, as amended);

15. **Digital product** - digital content within the meaning of the Consumer Rights Act that can be delivered to the user. For these rules, the digital product shall also mean an E-book or E-journal;

16) **Digital content** - a Digital Product or Newsletter;

17) **Sales Agreement** - a contract of sale of products entered into between the customer and the seller via the online shop;

18. **Agreement for the provision of the newsletter** - agreement for the provision of digital content within the meaning of the provisions of the Consumer Rights Act, according to which the service provider undertakes to provide the subscriber with the newsletter free of charge for an indefinite period, and the subscriber undertakes to provide the service provider with personal data;

19. **Agreement for the provision of a digital product** - agreement for the provision of digital content within the meaning of the provisions of the Consumer Rights Act, based on which the service provider undertakes to provide the user with a digital product and the user undertakes to conclude an agreement for the provision of the newsletter with the service provider or to pay the price;

20. **Service or Services** - service provided electronically by the service provider to the user via the website, in particular services such as user account, contact form, order form, and newsletter;

21. **User** - a natural person, legal person or organisational unit without legal personality, to which the Act grants legal capacity, using the services provided by the service provider through the online shop. The user shall also be understood to be an entity that has concluded a newsletter delivery agreement with the service provider or has taken steps to conclude such an agreement.

### § 3. CONDITIONS OF USING THE ONLINE SHOP

1. Browsing through the products offered in the online shop does not require registration.

2. Registration is not necessary to place an order in the online shop. However, the customer may create a customer account, the lack of which, does not affect the possibility of browsing the products offered in the online shop and the possibility of placing an order.

3. Registration is free of charge by correctly filling in all registration form fields and accepting the consents specified therein. When completing the registration form, the customer has the opportunity to read the rules and regulations and privacy policy, accepting their content.

4. A user who has a customer account can log into the website by entering his/her login and password.

5. The customer may terminate the agreement for the provision of a customer account at any time, without stating a reason and without incurring costs, in particular by sending the service provider via e-mail to the address: [reklamacje@edusfera.press](mailto:reklamacje@edusfera.press) or by sending in writing to the seller's address, i.e., ul. Drukarska 45/38; 53-311 Wrocław, a request to remove the customer's account together with an indication of the electronic mail address (e-mail address) currently registered in the online shop.

6. The service provider may withdraw the agreement for the provision of a customer account with 14 days' notice for important reasons, which include in particular:



- 1) the use of the online shop by the customer in a manner that violates the law or the provisions of these rules and regulations;
  - 2) the customer's use of the online shop in a manner that violates the rights of third parties or public decency;
  - 3) the customer's use of the online shop in a manner that impairs its functioning;
  - 4) sending or placing unsolicited commercial information (spam) by the customer within the scope of the online shop;
  - 5) posting within the online shop by the client in any form of unlawful content, including, in particular, content that violates the rights of the service provider, the rights of third parties, and posting content that violates the law or public decency.
7. The service provider may make a declaration of withdrawal of the agreement for the provision of customer account services by sending a declaration of withdrawal of the agreement for the provision of customer account services to the customer via e-mail to the e-mail address (address) currently registered in the online shop.
8. Withdrawal from the agreement for the provision of the customer's account by either party, as well as termination of the agreement for the provision of the customer's account with the consent of both parties shall result in the blocking and removal of the customer's account from the online shop.
9. Withdrawal from the agreement for the provision of customer account services by any of the parties, as well as the termination of the agreement for the provision of customer account services with the consent of both parties shall not affect the rights acquired by the parties before the termination or dissolution of the agreement.
10. The user shall bear the costs arising from the use by the user of the means of remote communication (in particular the cost of Internet access) on their own.
11. The online shop shall not perform sales of E-books or E-journals to persons who are not taxpayers within the meaning of Article 28a of the Act on Value Added Tax and who, at the time of making a purchase, have their place of residence or permanent residence outside the territory of the Republic of Poland. Therefore, by making a purchase, the customer declares that he/she is a taxpayer within the meaning of Article 28a(1) of the Value Added Tax Act or that he/she has a place of residence or permanent stay in the territory of the Republic of Poland. If the customer provides untrue data in the above-mentioned scope, the customer who made the purchase shall be obliged to repair any damage that the seller incurred as a result of the sale of the E-book or E-journal to the customer based on the customer's untrue statement. The customer shall then be obliged to compensate for damages, in particular, such as the equivalent of value-added tax and interest, any penalties, fines in tax, criminal or administrative proceedings, costs of legal assistance, and any other damages that the seller has incurred.
12. The service provider shall exercise due diligence to ensure that the digital products available on the website conform to the actual, factual state in force at the time of delivery. At the same time, the user acknowledges that the service provider is not obliged to update the digital products once they have been delivered to the user.
13. The failure of the user to use the supplied digital product despite being able to use it shall not entitle the user to claim from the service provider a refund of the price of the digital product in question (where the digital product has been supplied in exchange for payment of the price).

#### **§ 4 ORDER PROCESSING**

1. The customer may order, i.e., buy the products and to this extent conclude a contract of sale with the seller, at the online shop 7 days a week, 24 hours a day.
2. Information about the price of the products, their characteristics, quality and essential properties of the products is available on the website of the online shop and is provided next to the presented products. Immediately before ordering, the purchaser can get acquainted with the main characteristics of the product (including, in particular, the description and information about it, visible after clicking on its name, in particular the content, subject matter, content, author, number of pages, and intended use), the method of communication with the seller, the total price, including taxes and other costs. The seller shall not be liable for the consequences of the purchaser's failure to comply with the above obligations.
3. To place an order, one needs to:
  - 1) use the option to order with or without registration;
  - 2) select the products;



- 3) correctly fill in the order form, which contains information concerning, in particular, the data of the recipient of the order, the place and form of delivery, in the case of delivery of the products in tangible form, as well as the form of payment.
4. To order from the online shop, a customer who does not have a customer account is required to accept the consent specified on the order form.
5. After the customer has filled in the information specified on the order form, the customer approves the order and then proceeds to the payment stage.
6. The final amount to be paid by the customer consists of the price for the product and the cost of delivery (including charges for transport, delivery, and postal services - in the case of the product in tangible form), of which the customer is informed on the pages of the online shop during the placement of the order, including at the moment of expressing the will to be bound by the sales agreement by completing all the required fields of the order form and proceeding to the payment process.
7. Prices indicated in the shop are given in Polish PLN and are gross prices (including VAT).
8. Before placing an order, the customer should ensure that the E-book or E-journal format will be supported by the electronic device on which he or she wants to use it. In addition, the customer should read the technical requirements posted on the E-book or E-journal page, the description of the E-book or E-journal in question and the information on the file type.
9. An order will be concluded when the customer accepts the required consents and selects the option "Order with the obligation to pay" or equivalent.
10. After the order has been placed, the seller will send a confirmation of acceptance of the order to the e-mail address provided by the customer.
11. The online shop shall send to the customer's e-mail address a link enabling the download of the E-book or E-journal to the device:
- 1) in the case of fast payment - immediately after the registration of the payment,
  - 2) in the case of payment by bank transfer - on a business day (Monday - Friday), after the registration of the payment on the seller's account.
12. The seller shall be obliged to deliver the products to the customers without defects, consistent with the content of the agreement. The seller shall be liable to the customers for non-compliance of the products with the agreement on the principles set out in the provisions of the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2020, item 287. as amended) in Articles 43a to 43g and also in the provisions of the Act of 23 April 1964 Civil Code (Journal of Laws 2022, item 1360) excluding the provisions of the third book of Title XI of Chapter II.
13. A customer who exercises his rights on account of non-conformity of the goods with the content of the contract may demand repair or replacement of the goods, subject to the reservations set out in Article 43d(2) and (3) and Article 43e of the Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2020, item 287. as amended).

## **§ 5. TERM AND FORM OF PAYMENT**

1. The seller reserves the right to change prices and quantities of the offered products in the online shop. The price valid for the client is the price quoted in the online shop at the time of properly completing and submitting the order form and confirmed by the seller in the manner specified in § 4(10).
2. The customer may make payment for the ordered products in the forms provided by the seller and given in the online shop.

## **§ 6 DELIVERY - PRINTED/MATERIAL PRODUCTS**

1. The provisions of this paragraph apply to products offered in printed (tangible) form. Each time the term products is used in this paragraph, it refers exclusively to products offered in printed (tangible) form.
2. The delivery of the ordered products by the customer is chargeable. When filling in the order form, the Customer is informed about the available forms of delivery, as well as the costs of each of them.



3. The seller realizes delivery in the territory of the Republic of Poland and outside the territory of the Republic of Poland, with the proviso that delivery outside the territory of the Republic of Poland is realized based on separate arrangements between the seller and the client. In this respect, the customer should send an e-mail enquiry to the seller, and the seller will respond in the form of an e-mail about the amount of the final price, which will take into account the costs of delivery of products outside the territory of the Republic of Poland. Only after acceptance of these costs and payment of the price for the products (gross price including the indicated costs of delivery), the seller will proceed to fulfil the order.

4. In the case of delivery of products in the territory of the Republic of Poland, the total price for the purchased products, including costs of delivery, is presented to the client in the manner specified in § 4.6.

5. If the client fails to collect the products delivered by the seller, the seller shall make an additional delivery only at the instruction of the client at a time agreed with him/her for an additional fee agreed individually. Additional delivery will be made by the seller upon the customer's acceptance in writing or by email of the agreed delivery date and fee.

6. The ordered products are delivered to the customer via the supplier to the address indicated by the customer in the order. The seller shall not be liable for any delay in delivery attributable to the supplier.

7. The customer shall check the delivered parcel immediately upon delivery. In the event of any defect or damage to the consignment, the customer shall have the right to request an employee of the supplier to write a proper protocol. If the protocol is not written down or if no defects are reported, the customer shall lose his/her rights in this respect.

9. The customer has the opportunity to collect the ordered goods in person if this option is available when ordering. The collection can be done at the place and time indicated by the seller via e-mail or telephone.

#### **§ 7. DELIVERY OF THE E-BOOK OR E-JOURNAL**

1. The delivery of the E-book or E-journal is exclusively by electronic way and is free of charge.

#### **§ 8 WITHDRAWAL FROM THE CONTRACT**

1. Except for paragraph 4 below, the customer who is a consumer may, within 14 days from the date of delivery of the ordered products, withdraw from the contract without stating a reason. To meet the deadline it is sufficient to send the declaration before its expiry. A notice of the right to withdraw from the contract, including in particular information on the manner and deadline for exercising the right to withdraw from the contract and on the costs of returning the products in the event of withdrawal, which shall be incurred by the customer, is attached to these rules and regulations.

2. Exercise of the right of withdrawal shall be subject to the submission of a declaration of withdrawal by the customer. The customer may use the form of declaration of withdrawal which is attached to these rules and regulations. The customer may send this declaration to the address of the seller's registered office or may send a scan of the completed and signed form by e-mail to the following address: reklamacje@edusfera.press.

3. To the declaration of withdrawal, the customer should, if possible, attach a proof of purchase of the product (attaching the proof of purchase of the product is not obligatory, however, and does not affect the effectiveness of the declaration of withdrawal).

4. The right of withdrawal does not apply to the consumer about agreements referred to in Art. 38 of the Act on Consumer Rights, in particular to agreements for the sale of publications (E-books or E-journals), if the seller has commenced performance with the express and prior consent of the consumer, who has been informed before the commencement of performance that after the seller's performance, he will lose the right to withdraw from the agreement and has acknowledged this, and the seller has provided the consumer with the confirmation referred to in Article 15(1) and (2) or Article 21(1) of the Act on Consumer Rights. The moment of commencement of performance shall be understood as making the publication (E-book or E-journal) available to the customer.

5. The customer shall be liable for any diminution in the value of the products resulting from their use beyond what is necessary to ascertain the nature, characteristics and functioning of the products.

6. The customer shall be obliged to return the products in respect of which he/she has made a declaration of withdrawal from the contract within 14 days from the day on which he/she made the declaration of withdrawal from the contract. It is sufficient to send back the products before the deadline.



7. The products shall be returned at the customer's expense.

8. The Seller shall, within 14 days of receiving the declaration of withdrawal from the Customer, refund the payment made by the customer for the returned products. The seller shall refund the payment using the same method of payment used by the customer unless the customer has expressly agreed to a different method of refund.

9. The seller may withhold reimbursement of the payment referred to in paragraph (8) above until the Customer has returned the products to which the withdrawal applies.

10. The customer shall not have the right to withdraw from the contract if he or she has entered into the contract in the course of his or her business activity, i.e., as an entrepreneur unless the customer is a natural person who enters into a contract directly related to his or her business activity, and it follows from the content of that contract that it is not professional for that person, in particular resulting from the subject of his or her business activity made available based on provisions on the Central register of business activity and Information, in which case the customer shall have the right to withdraw from the contract.

### **§ 9. TECHNICAL REQUIREMENTS**

1. To use the website, the customer needs to have devices that allow the use of the Internet, connection to the Internet, have a browser that allows the display of web pages, such as Internet Explorer version 5.5 and higher, or Opera version 7 and higher, or Firefox version 1 and higher, or Google Chrome version 5.0 and higher, or Safari 5, or higher, with cookies enabled, supporting encrypted SSL connections and JavaScript, having an active e-mail account (e-mail) for the use of individual services and a program that reads files in PDF format (Portable Document Format).

2. The prerequisite for the use of E-books or E-journals is the possession of a program that supports PDF files (e.g. Adobe Reader version no lower than 5.0) or epub or mobi files and the ability to use these programs. When purchasing an E-book or E-journal, the customer will be able to choose in which of the above 3 formats he/she makes the purchase.

3. The service provider reserves the right to change the technical requirements for the provision of electronic services.

4. The service provider shall not be liable for the customer's failure to comply with the technical requirements listed in the rules and regulations.

5. The service provider warns that the use of electronic services may involve technical risks, classic to the use of IT systems. Customers should protect their electronic connections and devices against unauthorised access, including in particular the installation of anti-virus software.

### **§ 10 NEWSLETTER**

1. The newsletter service shall be free of charge and shall consist in sending information and promotional content prepared by the service provider.

2. The newsletter shall be made available to users by the service provider upon their explicit request and free of charge - at no stage shall the user be obliged to cover the costs of the newsletter, except for the costs resulting from the use of means of remote communication (in particular the cost of Internet access), which shall be covered by the user on his/her own.

3. The user's use of information and promotional content (newsletter) shall take place according to the rules set out in these rules and regulations and by the Act on Electronic Service Provision and the Act on Consumer Rights, and shall be tantamount, upon express acceptance thereof during registration of the email address on the website, to:

1. submission by the user of a declaration of acceptance of all provisions of these rules and regulations and the privacy policy;
2. acceptance by the user of the immediate receipt of the newsletter. The user may cancel the newsletter service at any time.

4. The newsletter contains information and promotional content relating to the website, the service provider, and the products offered in the online shop.

5. Receiving the newsletter by the user requires the following actions (all conditions have to be fulfilled jointly):



1. acceptance by the user of the provisions of these rules and regulations and the privacy policy;
2. the user's consent to the processing of the user's personal data by the service provider to use the newsletter and for marketing purposes, in particular, to receive commercial information from the service provider.

The consent referred to in points 1) and 2) shall be expressed by clicking the appropriate field when entering the email address in the Newsletter form on the Site.

6. After the user expresses his/her consent to receive the newsletter, the service provider shall send the user an e-mail confirmation of the conclusion of the agreement, which means that an agreement for the provision of electronic services for an indefinite period shall be concluded between the parties. Expressing consent to receive the newsletter is tantamount to the user concluding a newsletter contract.

7. Consent to send information and promotional content and processing of the user's personal data by the service provider may be withdrawn by the user at any time by sending an email to the following address: sekretariat@edusfera.press, which shall be tantamount to resignation from the newsletter service and shall result in termination of the newsletter service agreement. In addition, according to Art. 27 et seq. Consumer Rights Act, the User who is a consumer or an entrepreneur with consumer rights may resign from the Newsletter Contract without stating reasons within 14 (fourteen) days from its conclusion.

8. The User shall be entitled to complain to the newsletter service under the provisions of these rules and regulations.

## **§ 11. CONTRACT FOR THE DELIVERY OF DIGITAL PRODUCT**

1. The user may receive digital products available on the service:
  - 1) free of charge - on condition that a newsletter delivery agreement is concluded;
  - 2) for a fee - if no newsletter delivery agreement is concluded.
2. If the user would like to receive the digital product free of charge, he/she should do the following:
  - 1) enter the service website;
  - 2) enter the newsletter tab or any other place on the service where information about the newsletter can be found;
  - 3) enter his/her e-mail address in the form appearing;
  - 4) obligatorily tick the checkbox next to the statement of consent to receive the newsletter, read the rules and regulations, and privacy policy and acceptance of their provisions;
  - 5) confirm consent to receive the newsletter.
3. Confirmation of acceptance to receive the newsletter is tantamount to the user concluding:
  - 1) the agreement for delivery of the digital product,
  - 2) the agreement on Newsletter delivery.
4. The provisions of § 10 of these rules and regulations shall apply to the newsletter delivery agreement concluded according to the provisions of this § 11.
5. Withdrawal from or termination of the newsletter delivery agreement after delivery of the digital product shall not affect the validity and effectiveness of the digital product delivery agreement entered into by the provisions of this § 11.
6. Digital products, i.e., E-books or E-journals shall be delivered against payment in the manner and under the terms and conditions specified in the rules and regulations.
7. Digital products shall be delivered to the user immediately after the conclusion of the digital product delivery agreement.
8. The service provider informs and the user acknowledges that the digital product is not updateable.
9. If the digital product is not delivered, the user shall call on the service provider to deliver the digital product. The summons referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1.1 of the rules and regulations. If the service provider fails to deliver the digital product immediately upon receipt of the summons or within an additional period expressly agreed with the user, the user may withdraw from the agreement for the delivery of the digital product.
10. Withdrawal from the agreement for the provision of digital products requires the user to submit a declaration of withdrawal to the service provider. The declaration referred to in the preceding sentence may be sent by e-mail to the address indicated in § 1.1 of the rules and regulations. The right of withdrawal shall not apply in the cases specified in the rules and regulations.



11. In the case where the withdrawal relates to a paid agreement for the provision of a digital product, the service provider shall be obliged to refund the price of the digital product paid by the user immediately, but no later than within 14 (fourteen) days of receipt of the user's declaration of withdrawal from the agreement for the provision of digital product. The price shall be reimbursed using the same method of payment used by the user unless the user has expressly agreed to a different method of reimbursement that does not involve any costs for the user.

12. The provisions of paragraphs 9-11 above shall apply only to the user who is a consumer or an entrepreneur with the rights of a consumer.

## **§ 12 LICENSE**

1. At the moment of delivery of a digital product to the user, including, in particular, an E-book or an E-journal, the service provider grants the user a non-exclusive licence to use this digital product under the terms and conditions specified in the rules and regulations (hereinafter: the "Licence").

2. The E-book or E-journal offered by the seller constitutes work within the meaning of Article 1 of the Act of 4 February 1994 on Copyright and Related Rights and digital content within the meaning of the Act of 30 May 2014 on Consumer Rights.

3. The author's economic rights to the E-books or E-journals shall be vested in the seller, while the author's moral rights shall be vested in their authors.

4. E-books or E-journals available in the online shop may be protected by a watermark or other commonly used method of protecting digital content.

5. The use of the E-book or E-journal by the customer is possible for the customer's use.

6. The licence is granted for an indefinite period.

7. The licence entitles the user to use the digital product only in the following fields of exploitation:

1. storage in the memory of electronic devices belonging to the user;
2. reproduction and viewing of the digital products;
3. reproduction of digital products, but only to the extent justified by the user's personal needs.

8. The user may use the digital product and the knowledge and advice contained therein in his private life and for his business. However, the licence does not authorise the user to make the digital products available to persons who do not belong to the group of people referred to in Article 23(2) of the Act of 4 February 1994 on copyright and related rights. Making digital products available to persons indicated in the preceding sentence requires the prior consent of the service provider.

9. The licence does not entitle the user to grant further licences.

10. The use of digital products by the user in violation of the terms of the licence constitutes an infringement of the service provider's author's economic rights, entitling the service provider (depending on the nature of the infringement) to take legal action against the user.

## **§ 13 COPYRIGHT AND RELATED RIGHTS**

1. Copyright and related rights to the service as a whole and its individual parts, graphic, verbal or musical elements, as well as the rights to the composition of these elements and their arrangement on the Site are vested in the service provider.

2. The client is not entitled to use or exploit any materials made available on the service in whole or in part without the separate consent of the service provider, in particular, the client is not entitled to download, save to data carriers, copy or modify in any way any materials placed on the service.

3. The materials posted on the Site in a manner inconsistent with the provisions of these rules and regulations shall constitute a violation of the service provider's rights.

4. The client undertakes, in particular, to observe the service provider's copyrights and rights arising from the registration of inventions, patents, trademarks, utility and industrial designs.

5. The client declares that any content posted by him on the service does not violate any copyrights and personal rights of third parties.





## § 14. COMPLAINTS PROCEDURE

1. The user has the right to complain if the services provided in the rules and regulations are not implemented or are implemented inconsistently with the provisions of these rules and regulations. Complaints should be submitted in writing to the address ul. Drukarska 45/38; 53-311 Wrocław or in electronic form to the e-mail address reklamacje@edusfera.press.
2. A properly sent complaint shall be considered within 14 days of its receipt. This period may be extended if consideration of the complaint requires special knowledge or encounters other difficulties beyond the service provider's control or if it is necessary to obtain additional information from the client. The time taken by the client to provide additional information shall each time extend the time for processing the complaint.
3. The service provider reserves the right not to respond to an unfounded complaint, in particular to the extent that the complaint has already been previously considered about the client concerned.
4. By sending a complaint in electronic form by the client, the client agrees to receive a response from the service provider also in electronic form.

## § 15. FINAL PROVISIONS

1. The service provider has the right to change the rules and regulations without giving any reason. The service provider will inform about the changes in a visible place on the service at least 7 (seven) days before the date the changes take effect. Within the period referred to in the preceding sentence, the amended version of the rules and regulations will be sent to the user by e-mail. If the user does not agree with the change of the rules and regulations, he/she has the right to withdraw from the agreement for electronic provision of services.
2. The recognition of any provision of these rules and regulations as illegal shall not affect the effectiveness and validity of the remaining provisions of the rules and regulations.
3. Issues related to the protection of personal data and the use of cookies by the service provider are described in the privacy policy available on the service.
4. The provisions of these rules and regulations and any disputes between the service provider and the user shall be governed by Polish law.
5. Where the user is an entrepreneur, disputes arising from the performance of this agreement shall be settled by the court of competent jurisdiction for the service provider's registered office. If the user is a consumer, disputes arising from the performance of this agreement shall be resolved by the court of general jurisdiction.
6. A client who is an entrepreneur shall not have any rights for non-conformity of the product with the content of the agreement.
7. The customer, who is a consumer, has the right to make use of out-of-court complaint and redress procedures. For this purpose, the customer can resolve disputes electronically via the EU ODR online platform available at: <http://ec.europa.eu/consumers/odr/>.
8. In special cases affecting the security or stability of the ICT system, the service provider has the right to temporarily discontinue or limit the provision of the Services, without prior notice to the users. In particular, the service provider is entitled to carry out maintenance work to restore the security and stability of the ICT system. The user has no claim in connection with the interruption or discontinuation of the services by the service provider.