

**REGULATIONS FOR THE PROVISION OF SERVICES ELECTRONICALLY ON THE WEBSITES BELONGING TO DOLINEO SP. Z O. O. WITH REGISTERED OFFICE IN LUBLIN**

**1. DEFINITION**

<b>Demo</b>	trial versions of the Service
<b>Client</b>	a natural person, a legal person, an organizational unit without legal personality, conducting business activity, which, pursuant to an agreement concluded with the Service Provider for the provision of the noSilo System.
<b>Account</b>	a set of resources and settings created for the Service User within the Services. The Service Recipient may use the Account to manage the Services.
<b>Consumer</b>	a natural person using the Website in a scope not directly related to their business or professional activity or a natural person concluding a contract directly related to their business activity, when the content of this contract shows that it does not have a professional character for this person, resulting in particular from the subject of the work performed its business activities, made available on the basis of the provisions on the Central Registration and Information on Economic Activity. A logged-in User who uses e-learning products on the basis and as part of an Order is not a consumer.
<b>Privacy Policy</b>	Website privacy policy.
<b>Regulations</b>	these regulations.
<b>Service</b>	any website (or Service) belonging to the Service Provider, within which the Service Provider provides Services. The websites are located on the domains nosilo.io
<b>noSilo system</b>	The Service Provider's website is available at the address indicated in the Order.
<b>Services</b>	Services provided electronically by the Service Provider to Service Users based on the Regulations, consisting in providing access to the functionality of the Website.
<b>Services providing information about e-learning products</b>	Chat service, contact form, "write to us" function available on the Website enabling contact and asking questions by Service Recipients regarding the Services and providing answers to these questions by the Service Provider via the chat plug-in located on the Website or to the indicated e-mail address or address, respectively. telephone number of the Service Recipient

<b>Service recipient</b>	a person using the Services provided electronically by the Service Provider, including: 1. Customer; 2. User not logged in; User logged in.
<b>Service provider</b>	3. Dolineo Sp. z o. o. with its registered office in Lublin at ul. Vetterów, No. 1, 20-277 Lublin, registered in the register of entrepreneurs kept by the DISTRICT COURT LUBLIN-WSCHÓD IN LUBLIN WITH THE REGISTERED OFFICE IN ŚWIDNIK, VI COMMERCIAL DEPARTMENT OF THE NATIONAL COURT REGISTER under KRS number 0000794489, NIP: 9462690268, REGON: 38386 354300000, share capital in the amount of: PLN 50,000, e-mail address: kontakt@nosilo.io, tel. 22 854 20 60
<b>User not logged in</b>	an adult natural person who uses the Service, which does not require logging in.
<b>User logged in</b>	pełnoletnia osoba fizyczna, która korzysta z udostępniania produktów na podstawie i w ramach Zamówienia albo korzysta z Demo.

## 2. GENERAL PROVISIONS

### 2.1. The Regulations specify:

2.1.1. types and scope of Services;

2.1.2. terms of provision of Services, including:

2.1.2.1. technical requirements necessary for cooperation with the IT system used by the Service Provider,

2.1.2.2. prohibition on providing illegal content by the Service User;

2.1.3. conditions for concluding and terminating contracts for the provision of electronic services;

2.1.4. complaint procedure.

2.2. The Service Provider on the Websites makes the Regulations available to Service Users free of charge before concluding a contract for the provision of Services, and to logged-in Users who benefit from the provision of products based on and as part of an Order before they start using the Services. The Service Recipient is not bound by the provisions of the Regulations that have not been made available in the manner described above.

2.3. The Service Provider provides Services in accordance with the Regulations.

2.4. The Service Recipient is obliged to comply with the provisions of the Regulations.

## 3. CONCLUSION OF A CONTRACT FOR THE PROVISION OF SERVICES AND CREATING AN ACCOUNT PRODUCT INFORMATION PROVISION SERVICE

3.1. The contract for the provision of product information services is concluded:

3.1.1. when the Service User completes the appropriate contact form and sends the request to the Service Provider or

3.1.2. when you start a chat conversation.

3.2. The service of providing information about products is performed:

3.2.1. immediately, no later than within 30 calendar days in response to a request from the contact form.

3.2.2. during a chat conversation. No fees or charges are charged for the provision of the Product Information Service.

#### **PRODUCT SHARING SERVICE (EXCEPT DEMO)**

3.3. The Customer concludes an agreement with the Service Provider for the provision of Product Sharing Services (except for the Demo) as part of the Order. The moment of concluding the Order is governed by the Order. The provisions of the Order are individually agreed between the Service Provider and the Customer.

3.4. Based on the Order, the Service Provider provides a unique Account to the logged in User with an identifier that is the e-mail address provided by the Customer (after prior notification to the logged in User) and access to the Account on the Website and its functionalities (in accordance with the content of the Order).

3.5. The Service Provider provides the logged in User with an access ID and password enabling access to the Website to the e-mail address provided by the Customer, along with other data necessary to log in to the Account.

3.6. The e-mail address is associated with the logged in User Account, it is a necessary form of identification of the logged in User towards the Service Provider and will be used for all correspondence related to the provision of Services.

3.7. The logged-in user accepts the need to have a current, active e-mail address. The logged-in User is obliged to constantly monitor the provided e-mail address and, if it changes, to immediately update this information in Account.

3.8. The Service Provider may refuse to create an Account, block or delete an existing Account if its name is already used within the Service Provider's Websites or if the Service Provider receives reasonable, reliable information that it is contrary to the law, good practices, violates the personal rights or legitimate interests of the Service Provider. If the indicated circumstances occur, the Service Provider may also appropriately block the Services provided to the logged-in User.

3.9. The logged in user gains access to the Account using his or her e-mail address and password. The Service Recipient is obliged not to disclose the password to the Account to any third party and is solely responsible for any damage caused as a result of its disclosure.

#### **PRODUCT SHARING SERVICE (DEMO)**

3.10. The contract for the provision of the product sharing service (Demo) is concluded when the Service User completes the appropriate contact form and sends the request to the Service Provider.

3.11. The Service Provider, acting on behalf of the Service Recipient, creates a Demo Account on the Website for the Service Recipient. The Service Provider provides the Service User with an access ID and password enabling access to the Demo Website to the e-mail address provided by the User, along with other data necessary to log in to the Account. Provisions of point 3.3.-3.7 shall apply accordingly.

3.12. The product sharing service (Demo) consists in granting access to the test version of the noSilo product to the Service Provider for a period of 14 days, with the possibility of extending this access for another period.

3.13. The Service Provider reserves the following:

3.13.1. after prior verification of data from the forms, it may refuse to provide products (Demo);

3.13.2. reserves the right to choose to grant access to a given Demo product.

- 3.14. No fees are charged or charged for the provision of the Product Sharing Service (Demo).
- 3.15. No fees are charged or charged for the provision of the Product Sharing Service (Demo).
- 3.16. The Service Recipient declares and is aware that the Demo is intended to promote the Services provided by the Service Provider. Completing the contact form regarding the Demo is tantamount to the User's consent to receiving, after the end of the Demo period, commercial information regarding the full, i.e. paid Service equivalent to the Demo used by this Service User.

#### **4. TERMS OF SERVICE**

- 4.1. The Website must be used in accordance with its intended purpose, i.e. for information purposes about the Service Provider's e-learning products and for educational purposes directly related to the subject matter of the training provided on the Website.
- 4.2. Access to the content made available on the Website is intended exclusively for Service Users.
- 4.3. In order to use the Services, the Service User should, on their own and at their own expense, obtain access to a computer station or terminal device through which it is possible to use the Services via the Websites. The Service Provider does not cover any additional costs related to adapting to technical requirements, including obtaining appropriate hardware and software as well as obtaining, maintaining and paying for the appropriate connection.
- 4.4. The technical requirements necessary for cooperation with the IT system used by the Service Recipient are as follows:
  - 4.4.1. equipped with Windows operating system version 7/8.1/10 x32/x64, or Ubuntu, or Debian, or OS X;
  - 4.4.2. equipped with a web browser such as: Firefox 24, Chrome 24, Opera 12, Internet Explorer 8.0, or newer version
  - 4.4.3. equipped with Adobe Flash Player and QuickTime Player;
  - 4.4.4. having access to the Internet sufficient to support multimedia content;
  - 4.4.5. having at least 512 Mb RAM;
  - 4.4.6. having a processor with a performance of at least 1 GHz;
  - 4.4.7. having a graphics card with at least 512MB memory.
- 4.5. The Service Provider informs that the use of services provided by IT networks involves risk. The main risks of using services provided electronically include, among others: risk of damage caused by malware, social engineering and hacker attacks. The Service Provider recommends that the Service User equips the computer used to connect to the Internet with an anti-virus program and updates it constantly.
- 4.6. All educational and other materials posted on the Website, unless otherwise indicated, are protected by copyright and other intellectual property rights. Service Recipients undertake to respect intellectual property rights, in particular by not making available the content posted on the Website without the written consent of the person authorized to express it.
- 4.7. The Service Recipient has no right to disseminate, make changes, transmit, print, reproduce or publicly perform protected materials posted on the Website or to use the above-mentioned materials. materials for commercial purposes.

#### **5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER, USER AND SERVICE RECIPIENT**

- 5.1. The Service Provider undertakes to provide permanent and uninterrupted services.

- 5.2. The Service Provider reserves the right to:
  - 5.2.1. temporary cessation of the provision of Services due to maintenance activities or modifications of the Service Provider's Websites or other technical breaks,
  - 5.2.2. sending technical, legal and transactional messages related to the functioning of the Services to the electronic address of the Service Recipients,
  - 5.2.3. refuse to provide the Services if the Service Recipient provides an incorrect, false or temporary e-mail address.
- 5.3. The Service Provider reserves the right to discontinue the provision of the Services, delete all data of the Service Users, transfer the rights to the Websites to another entity and take any other actions permitted by law related to the Websites, for which the User and the Service User will not be entitled to any claims against the Service Provider - this does not exclude liability. resulting from the contract between the Service Provider and the Service Recipient.
- 5.4. The Service Provider, making every effort, will strive to ensure the truthfulness and accuracy of the information contained on the Website, but is not liable to Service Users or third parties for damage resulting from inaccuracies or omissions in the content provided as part of the provision of the Service, except for damage caused intentionally.
- 5.5. Service recipients are obliged to refrain from:
  - 5.5.1. publishing and sending content that is offensive, illegal or violates the legally protected personal rights of third parties,
  - 5.5.2. using the Services to publish advertisements for goods and services and any commercial information,
  - 5.5.3. copy, modify, distribute, transmit or otherwise use any works and databases made available on the Websites,
  - 5.5.4. taking any actions that may hinder or disrupt the functioning of the Websites and from using the Websites in a way that is burdensome for other Service Users,
  - 5.5.5. using the Services in a manner contrary to the law, good practices, violating the personal rights of third parties or the legitimate interests of the Service Provider.
- 5.6. The Service Provider reserves the right to:
  - 5.6.1. blocking access to the resources of Service Users containing erotic and pornographic content, containing illegal software or information on its acquisition, and other content contrary to the law, good practices or legitimate interests of the Service Provider, in the event of receiving reliable, justified information on this subject,
  - 5.6.2. remove from the Websites content made available by Service Users via the Services if this content violates the provisions of the Regulations.

## **6. RESPONSIBILITY**

- 6.1. The Service Provider and the Service Recipient are obliged to repair the damage suffered by the other party as a result of non-performance or improper performance of their obligations under the Regulations, unless the non-performance or improper performance was the result of circumstances for which the party is not responsible.
- 6.2. The Service Provider is not liable to the Service User violating the Regulations for any damage resulting from the cessation of the provision of Services, including deletion of the Account of the Service User violating the Regulations.
- 6.3. The Service Provider is also not responsible for:
  - 6.3.1. for any damage caused to third parties resulting from the Service Recipients using the Services in a manner inconsistent with the Regulations or legal provisions,

- 6.3.2. for content made available by Service Recipients via the Services, which violates the law or legally protected rights of third parties,
  - 6.3.3. for information and materials downloaded, posted on the Websites or sent via the Internet by Service Recipients,
  - 6.3.4. for the loss of data by the Service User caused by external factors (e.g. equipment failure) or other circumstances beyond the Service Provider's control (action of third parties),
  - 6.3.5. for damages resulting from the lack of continuity in the provision of Services, resulting from circumstances for which the Service Provider is not responsible (force majeure, acts and omissions of third parties, etc.),
  - 6.3.6. in the event that Service Users provide false or incomplete data or information, including providing them when registering an Account,
  - 6.3.7. in the event of non-compliance by the Service Users with the terms of the Regulations;
  - 6.3.8. - in the event of a technical failure, the Service Provider is not liable for losses or lost profits resulting therefrom.
- 6.4. The order may additionally regulate the scope of liability of the Service Provider and the Customer.

## **7. TERMINATION OF THE CONTRACT and DELETION OF YOUR ACCOUNT**

- 7.1. The service recipient may terminate any service contract at any time:
- 7.1.1. Product information services
  - 7.1.2. Services providing Demo products, without giving reasons and with immediate effect, including by discontinuing the use of the Services.
- 7.2. The contract for the provision of Services concluded between the Customer and the Service Provider terminates upon the expiry of the period for which the contract was concluded and in other cases specified in the Order.
- 7.3. The Service Provider has the right to delete the Service User's Account in the following cases:
- 7.3.1. towards all logged in Users, when the deadline specified in the payment requests sent by the Service Provider to the Customer has expired ineffectively;
  - 7.3.2. violation by the Service User of essential provisions of the Regulations;
- 7.4. Deleting the Account referred to in point 7.3.2. -7.3.7. termination does not result in simultaneous termination of the contract for the provision of Services with the Customer.
- 7.5. The Service Provider reserves the right to refuse to provide the Services to the Service User, including deleting his Account, if it was created again after deleting the Account resulting from a violation of the Regulations.

## **8. CONSUMER RIGHTS**

- 8.1. The consumer is entitled to withdraw from the contract for the provision of the Product Information Service and the Contract for the provision of the Demo Products Provision Service at any time without giving a reason and without incurring costs, by submitting a declaration of withdrawal from the contract to the Service Provider to the address indicated in point.
- 8.2.1. Regulations.
- 8.2. Sample declaration of withdrawal from the Agreement:
- 8.2.1. Addressee: Dolineo Sp. z o. o. with its registered office in Lublin at ul. Ve erów, No. 1, 20-277 Lublin;

- 8.2.2.[-] I hereby inform about my withdrawal from the contract for the provision of the Access Service;
  - 8.2.3. The date of conclusion of the contract;
  - 8.2.4. Consumer's name and surname;
  - 8.2.5. Consumer's address;
  - 8.2.6. Consumer's signature (only if the form is sent in paper version);
  - 8.2.7. Date.
- 8.3. The consumer is entitled to:
- 8.3.1. submitting a request to the permanent consumer arbitration court operating at the Trade Inspection to resolve a dispute arising from the concluded Agreement,
  - 8.3.2. submitting a request to the provincial inspector of the Trade Inspection to initiate mediation proceedings regarding the amicable settlement of the dispute between the Consumer and the Service Provider;
  - 8.3.3. obtaining free assistance in resolving the dispute between the Consumer and the Service Provider, also using the free assistance of the district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection (including the Consumer Federation, the Association of Polish Consumers).
- 8.4. Detailed information on the possibility for the Consumer to use out-of-court methods of dealing with complaints and pursuing claims, as well as the rules of access to these procedures, are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations whose statutory tasks include consumer protection, and Provincial Inspectorates of Inspections. Handlowa and at the following Internet addresses: <https://www.uokik.gov.pl>

## **9. PERSONAL DATA PROTECTION**

- 9.1. The processing of Service Users' personal data is regulated by the Privacy Policy.

## **10. COMPLAINT PROCEDURE**

- 10.1. Complaints may be submitted to the Service Provider in writing or via e-mail to the Service Provider's address indicated in the Regulations, no later than fourteen days from the moment the cause of the complaint is noticed.
- 10.2. A complaint should include:
  - 10.2.1. name and surname of the person submitting the complaint,
  - 10.2.2. registered office/residence address and e-mail address of the person submitting the complaint,
  - 10.2.3. subject of the complaint,
  - 10.2.4. substantive and formal justification of the complaint,
  - 10.2.5. the Service User's expectations towards the Service Provider.
- 10.3. Reported complaints will be considered no later than within 30 days from the moment the Service Provider receives the complaint. If the complaint does not contain all the required information specified in section
- 10.4. The Service Provider will set a 7-day deadline for the person making the complaint to submit a correct complaint.
- 10.5. The Service Provider sends a response to the complaint via e-mail or in writing.

## **11. FINAL PROVISIONS**

- 11.1. The Regulations enter into force on September 1, 2023.
- 11.2. The Service Provider has the right to unilaterally change the Regulations if the changes introduced by the Service Recipient in the Regulations concern organizational changes, changes resulting from the amendment or introduction of new legal provisions, technical, technological and organizational changes in the process of providing the Service or changes beneficial to the Service Recipient or issuance by administrative authorities public, including in particular the President of the Office of Competition and Consumer Protection, decisions, recommendations, obligations or acts of a similar nature to the extent to which the above-mentioned administrative acts modify the content of the Regulations or impose on the Service Provider an obligation to modify this content in a specific manner.
- 11.3. In cases other than those indicated in point 11.2 above, the Service Recipient may not accept the changes to the Regulations:
  - 11.3.1. By requesting deletion of the Account or
  - 11.3.2. termination of the contract by the Customer with a 1-month notice period counted from the end of the month in which the notice of termination was submitted by the Ordering Party;
  - 11.3.3. termination of the contract, declaration of the Service providing information about e-learning products by the Service User; In the absence of such a request or notice, it is assumed that the Service User has accepted the new Regulations.
- 11.4. The new wording of the Regulations is effective from the date of its publication on the Website, and the Service Provider will inform the Service User about the content of the planned amendment to the Regulations, including the uniform content of the Regulations after the changes.
- 11.5. The content of the Regulations may be recorded by printing, saving on a medium or downloading at any time from the website where the Regulations were made available.
- 11.6. The Regulations and contracts for the provision of Services electronically are subject to Polish law.
- 11.7. In matters not regulated in the Regulations, the provisions of the Act on the provision of electronic services, the Civil Code, the Act on copyright and related rights and other mandatory provisions of law shall apply.
- 11.8. For the avoidance of doubt, it is assumed that none of the provisions of the Regulations limit the rights of the Consumer to which he is entitled under the provisions of law in force in the territory of the Republic of Poland. If it is found that there is a provision of this nature, the provisions of applicable law shall apply.